

**WORK SESSION:** A work session will be held at 6:00 p.m. in Conference Room #3, Second Floor, of the Farmington City Hall, 160 South Main Street. The work session will be to discuss results of Farmington rock survey and to answer any questions the City Council may have on agenda items. The public is welcome to attend.

## **FARMINGTON CITY COUNCIL MEETING NOTICE AND AGENDA**

Notice is hereby given that the City Council of **Farmington City** will hold a regular City Council meeting on **Tuesday, November 7, 2017, at 7:00 p.m.** The meeting will be held at the Farmington City Hall, 160 South Main Street, Farmington, Utah.

*Meetings of the City Council of Farmington City may be conducted via electronic means pursuant to Utah Code Ann. § 52-4-207, as amended. In such circumstances, contact will be established and maintained via electronic means and the meeting will be conducted pursuant to the Electronic Meetings Policy established by the City Council for electronic meetings.*

The agenda for the meeting shall be as follows:

### **CALL TO ORDER:**

7:00 Roll Call (Opening Comments/Invocation) Pledge of Allegiance

### **PUBLIC HEARINGS:**

7:05 Mountain View PUD Subdivision Schematic Plan, Preliminary PUD Master Plan and Rezone

### **OLD BUSINESS:**

7:30 West Davis Corridor Scenic By-way Designation Resolution of Support

### **SUMMARY ACTION:**

7:40 Minute Motion Approving Summary Action List

1. Approval of Minutes from October 17, 2017
2. Comcast Television Franchise Agreement

### **GOVERNING BODY REPORTS:**

7:45 City Manager Report

1. Police Monthly Activity Report for September
2. Storm Drainage Issue
3. Fiber Optic Survey

7:50 Mayor Talbot & City Council Reports

1. Funding Request from Davis Technical College

**ADJOURN**

**CLOSED SESSION**

Minute motion adjourning to closed session for purpose of litigation.

DATED this 2nd day of November, 2017.

**FARMINGTON CITY CORPORATION**

By: \_\_\_\_\_  
Holly Gadd, City Recorder

**\*PLEASE NOTE:** Times listed for each agenda item are estimates only and should not be construed to be binding on the City Council.

*In compliance with the Americans with Disabilities Act, individuals needing special accommodations (including auxiliary communicative aids and services) during this meeting, should notify Holly Gadd, City Recorder, 451-2383 x 205, at least 24 hours prior to the meeting.*

**Posted 11/02/2017**

## CITY COUNCIL AGENDA

For Council Meeting:  
November 7, 2017

### **S U B J E C T: Roll Call (Opening Comments/Invocation) Pledge of Allegiance**

It is requested that City Manager Dave Millheim give the invocation to the meeting and it is requested that City Councilmember Cory Ritz lead the audience in the Pledge of Allegiance.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

## CITY COUNCIL AGENDA

For Council Meeting:  
November 7, 2017

**PUBLIC HEARING:** Mountain View PUD Subdivision Schematic Plan, Preliminary  
PUD Master Plan and Rezone

### **ACTION TO BE CONSIDERED:**

1. Hold the public hearing.
2. See staff report for recommendation.

### **GENERAL INFORMATION:**

See enclosed staff report prepared by Eric Anderson, City Planner.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BILTON  
BRIGHAM MELLOR  
CORY RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Eric Anderson, City Planner

Date: November 7, 2017

SUBJECT: **MOUNTAIN VIEW PUD SUBDIVISION SCHEMATIC PLAN, PRELIMINARY (PUD) MASTER PLAN, AND REZONE**  
Applicant: **Joe Kennard, Randy Rigby, and Shane Smoot**

### REZONE

#### ALTERNATIVE RECOMMENDATIONS

1. Hold a Public Hearing, and

**2A.** (Staff Recommendation) Move that the City Council approve the rezone from AE to R, and amend the General Plan from RRD and AG to an LDR designation for 11.93 acres of property located at approximately 650 West and 250 South as identified in the attached legal description, subject to all applicable Farmington City ordinances and development standards and the following condition: the approval is subject to an approved preliminary PUD master plan.

#### Findings for Approval:

1. While the proposed rezone is not consistent with the General Plan, this area of Farmington is changing, and the General Plan is likely to be overhauled in the future to more accurately reflect the area's projected growth and accommodate the impending changes occurring within west Farmington, and the region at large, due to population growth trends and development patterns on the Wasatch Front.
2. The proposed rezone will provide medium density housing and act as a buffer between lower intensity single-family residential development to the south, and higher intensity mixed use development to the north.
3. The property is removed from 650 West and abuts the Legacy Highway; it is an in-fill development and is suitable for medium density housing as it is hidden by a row of homes on 650 West.
4. Making the rezone contingent on the approval of a preliminary PUD master plan ensures that vesting does not occur without the approval of a master plan for the area, protecting the city in the event that the applicant does not move forward with the subdivision.
5. Although at a higher density, the proposed development is still single-family residential, which is commensurate with surrounding neighborhoods.

6. Due to the size, shape, and location of the subject property abutting Legacy Highway, it is suitable for medium density single family residential.
7. The applicant is providing an adequate amount of open space both for the project and for the public, particularly at the end of 250 South, where the project would construct a cul-de-sac and a trailhead, with parking, for increased access to Legacy Trail. The remaining open space required would be minimal, achieved through a waiver, and would be better used elsewhere in the City.
8. Although the proposed project only provides 13% of the 20% open space required, the project is within a quarter mile of the Farmington City Regional Park and Gym.
9. The proposed trail connection to Legacy Parkway Trail provides the proposed development with a direct connection to commuter rail.

**2B.** (Planning Commission Recommendation) Move that the City Council deny the rezone from AE to R, and deny amendment to the General Plan from RRD and AG to an LDR designation for 11.93 acres of property located at approximately 650 West and 250 South as identified in the attached legal description.

#### Findings for Denial:

1. Favorable consideration of the application is not reasonably necessary. Although the developer's re-zone request, if approved, may result in low density development next to the Legacy Parkway, it does not provide an adequate transition area between the high density and commercial developments to the north and the rural residential density developments to the south.
2. The proposed amendment is not in the public interest. There is not enough open space in the concept plan to warrant density bonuses proposed by the applicant. The open space may accommodate the entryways into the proposed subdivision now, and storm water detention, but it is unknown how the open space may be configured as adjacent parcels develop in the future.
3. The property owners' request is not consistent with the City General Plan and in harmony with the objectives and purpose of the Zoning Ordinance. The house sizes are too large for the lots proposed (setbacks are too small), and the General Plan dictates larger lots in this area of west Farmington. The lots in the R zone are not consistent with the Rural Residential Density designation as set forth in the General Plan for this neighborhood.

#### **BACKGROUND**

The applicant desires to develop 11.93 acres of property into 40 lots, but must obtain a rezone in order to move forward with the PUD subdivision as proposed. The majority of the subject property was UDOT property initially obtained as part of the Legacy Highway project, but has recently been sold as surplus property. The applicant also purchased land to gain access from 650 West via two proposed roads. The majority of the subject property is behind a row of existing homes on 650 West between their rear lot lines on the west, and the Legacy Highway right-of-way and corresponding trail to the east. The existing zone is AE (Agriculture Estates) and the applicant is requesting a rezone to an R (Residential) zone. Heretofore, the City has never rezoned any property west of I-15 to any of the four single-family residential zones (as defined in Chapter 11); however, that delineation in the City's General Plan predates the changes that are currently impacting the west side of the city, and will continue to impact this area. Specifically, Station Park and the whole of the mixed use district to the north, the Charter School, Davis County Complex, Farmington Park and Gym to the west, and perhaps most importantly: Farmington High School to the south are changing the growth paradigm in this area of the city.

As part of the rezone application, staff is also recommending an amendment of the General Plan. Currently, the General Plan designation is AG (Agriculture Preservation Very Low Density) and RRD (Rural Residential Density) and the applicant has requested an LDR (Low Density Residential) designation to move forward with the rezone, which is consistent with the single-family residential zoning request. The AG designation is a holdover from when Bangerter farmed the property, prior to being bought out by UDOT when the Legacy Highway was built; this designation is not consistent with the AE zone that currently overlies the subject property, as an RRD designation is more consistent with an AE zone. Similar to the rezone request, the LDR designation has never occurred west of I-15; however, with the changes occurring in this area, staff feels that it may be time to revisit this policy as single-family residential densities may make sense for the west side moving forward.

While this rezone application represents a policy shift in Farmington, the proposed densities for this property is a step-down in the intensity of development to the north, specifically Station Park and the Avanti Apartments on Clark Lane. The proposed densities would provide a medium density, single-family buffer between the lower densities found along 650 West to the south, and will remain appropriately scaled, even if higher intensity uses spread from Station Park and the High School, or the adjacent properties in-fill. The policy shift reflects the reality that the west side of Farmington, which has always been rural, may becoming more urbanized; the policy question before you is whether the City should continue to plan for the impending growth and changing market forces allowing for an incremental increase in density, or whether the city continue to develop the west side as it always has developed, with larger lots and less homes comprising a larger area.

At the Planning Commission held on **September 7, 2017** the commissioners tabled the item due to several items of concern, particularly with the layout of the subdivision, and how the open space was configured, and whether that designed open space compensated for the increased density that would come with this rezone and subdivision approval. Since that time, the applicant revised their plan removing one lot, and moving the majority of the improved open space from the northeast corner to the middle of the property (on the east side), lining it up with the main road. Additionally, they further defined their open space on the southeast corner of the property, showing a cul-de-sac turn-around for 250 South with public trailhead parking (accessing the Legacy Parkway Trail).

The Commission also expressed concern with the “protection strip” between the road and the Lee property; the applicant removed this remnant parcel and moved the entrance road to the north side of the road, making it so that there is only one parcel of open space abutting each entrance road, instead of two; these parcels will be improved open space, and serve as detention basins for the project. The parcels will also function as entrance features for the subdivision.

The one lot that is no longer shown on the revised schematic plan had to be removed as part of the yield plan; the applicant showed they could get 34 lots on the yield plan, and with the 20% density bonus multiplier (for providing 20% improved open space) as allowed in Chapter 27, they could get 40.6 lots, and the City always rounds down, bringing the total to 40 lots.

At the Planning Commission held on **October 5, 2017**, the Commission voted to recommend that the City Council deny the application for rezone on a split vote of 5-2 (with commissioners Roger Child and Alex Leeman being the dissenting votes). The draft minutes from that meeting have been included for your review. The salient points of discussion centered around the medium density proposed and the side yard setbacks; the Commission had concerns with neighbors being so close together and homes being packed in too tightly. Additionally, there was concern expressed that the 13% open space provided was not enough to compensate for the higher density being granted through both the rezone and the PUD application. The two commissioners that voted for approval did so because of the particular constraints of this property, namely that the property is in-fill and abuts the Legacy Highway.

Staff has included two alternative motions, one for denial (Planning Commission) and one for approval (staff).

## **SCHEMATIC AND PRELIMINARY PUD MASTER PLAN**

### **RECOMMENDATION (IF THE REZONE IS APPROVED BY THE CITY COUNCIL)**

1. Hold a Public Hearing, and
2. (Staff Recommendation) Move that the City Council approve the schematic plan and preliminary PUD master plan for the Mountain View PUD Subdivision subject to all applicable Farmington City ordinances and development standards and the following conditions:
  1. The applicant shall enter into a development agreement memorializing the approved master plan prior to or concurrent with preliminary plat;
  2. The City Council, through a vote of not less than four (4) members shall approve the waiver for the 37,113 s.f. of open space;
  3. All outstanding comments from the DRC for schematic plan shall be addressed on preliminary plat.

#### **Findings for Approval:**

1. The proposed plans meet the requirements of the subdivision and zoning ordinances of an R-PUD zone, if the rezone does occur.
2. Schematic plan does not vest the property, and will be null-and-void if the rezone is not passed.
3. The proposed development will provide medium density housing and act as a buffer between lower intensity single-family residential development to the south, and higher intensity mixed use development to the north.
4. The property is removed from 650 West and abuts the Legacy Highway; it is an in-fill development and is suitable for medium density housing as it is hidden by a row of homes on 650 West, and abuts a major highway facility.
5. Although at a higher density, the proposed development is still single-family residential, which is commensurate with surrounding neighborhoods.
6. The attached landscape plan and building elevations are of a high design quality and meet the standards set forth in Section 11-27-070; additionally, the project will provide a connection to Legacy Parkway Trail, a turn-around on 250 South, and a trailhead for public use.
7. The applicant is providing 68,215 s.f. of improved open space, including a trail connection to Legacy Parkway Trail.
8. The remaining 37,113 s.f. of open space that the ordinance requires can be better utilized elsewhere in the City to help in the construction of parks or trails.

### **BACKGROUND**

The proposed schematic plan and preliminary PUD master plan shows 40 lots on 11.93 acres of property, but is dependent on the rezone and PUD overlay to achieve this density, as a denial of the rezone would render the schematic plan unrealizable. This notwithstanding, the staff report for the schematic plan will assume an R zone designation for the property.



In Chapter 27 of the Zoning Ordinance, regulating Planned Unit Developments dictates that a yield plan, as set forth in Chapter 12 must be submitted. The yield plan for this project, which has been provided, shows that 34 lots could be built for this project. In the PUD ordinance, an applicant can receive a 20% incentive multiplier when the applicant has provided 20% improved open space, bringing the total number of lots for a PUD in the R zone to 40, which is the amount of lots proposed in this revised schematic plan.

The preliminary PUD master plan requires several things beyond the schematic plan, including a landscape plan and building elevations; the applicant has provided both of these with this application and they are attached for your review. Section 11-27-120(H) of the Zoning Ordinance states the following:

*H. Increase In Residential Density: Residential density may be increased up to a maximum of twenty percent (20%) above that allowed in the underlying single-family zone, at the discretion of the planning commission and subject to the concurrence of the city council. The density will be determined during the preliminary PUD master plan review stage.*

*I. Common Open Space Increase: An increase of usable common open space in addition to the open space requirements cited in subsection G of this section, may allow the following density increases:*

*a. Improved: Improved open space is usable common open space that is highly accessible to all residents of the planned unit development; that is devoted to planting, patios, walkway, and recreational areas; that provides recreational facilities such as swimming pool, tennis court, clubhouse, playground, etc.; that is of such dimension to be functionally usable (on any section of improved open space shall not be less than 6,000 square feet nor less than 30 feet in its smallest dimension); and that is of a finished grade of twelve percent (12%) or less.*

*b. Unimproved: Unimproved open space is common open space that generally allows for the preservation of the planned unit development's natural amenities such as rock outcrops, trees, ravines, ponds, drainage channels, etc. All or part of unimproved open space is generally left in a natural state and its use is restricted to more passive recreation, such as hiking trails or creation of access to scenic vistas and natural sites.*

The applicant has provided elevations of the proposed homes that will be built as part of this PUD subdivision, and they have been attached for your review.

The applicant is providing 68,215 s.f. of improved open space, which is only 13% of the required 20% in order to utilize the incentive multiplier and get a 20% increase in density. The applicant is therefore 37,113 s.f. short of the required open space, and will be seeking a waiver of the remainder with the City Council. The applicant will have to compensate the City for this open space as set forth in Section 11-27-155 of the Zoning Ordinance. Staff supports this application of the PUD waiver provision, because this open space is not usable at this location and would better serve the City somewhere else where it can either be consolidated into a park or be used to improve trail connections. Additionally, by providing both a trail head, a turn around on 250 South, and a trail connection to Legacy Parkway Trail through the subdivision, the applicant is providing a direct benefit to the City with their open space.

Supplemental Information

1. Vicinity Map
2. General Plan Map
3. Zoning Map
4. Yield Plan
5. Schematic Plan
6. Preliminary PUD Master Plan
7. Landscape Plan
8. Possible Building Elevations
9. Draft Minutes from the October 5, 2017 Planning Commission Meeting

Applicable Ordinances

1. Title 12, Chapter 6 – Major Subdivisions
2. Title 12, Chapter 7 – General Requirements for All Subdivisions
3. Title 11, Chapter 10 – Agriculture Zones
4. Title 11, Chapter 11 – Single Family Residential Zones
5. Title 11, Chapter 27 – Planned Unit Development (PUD)

Respectfully Submitted



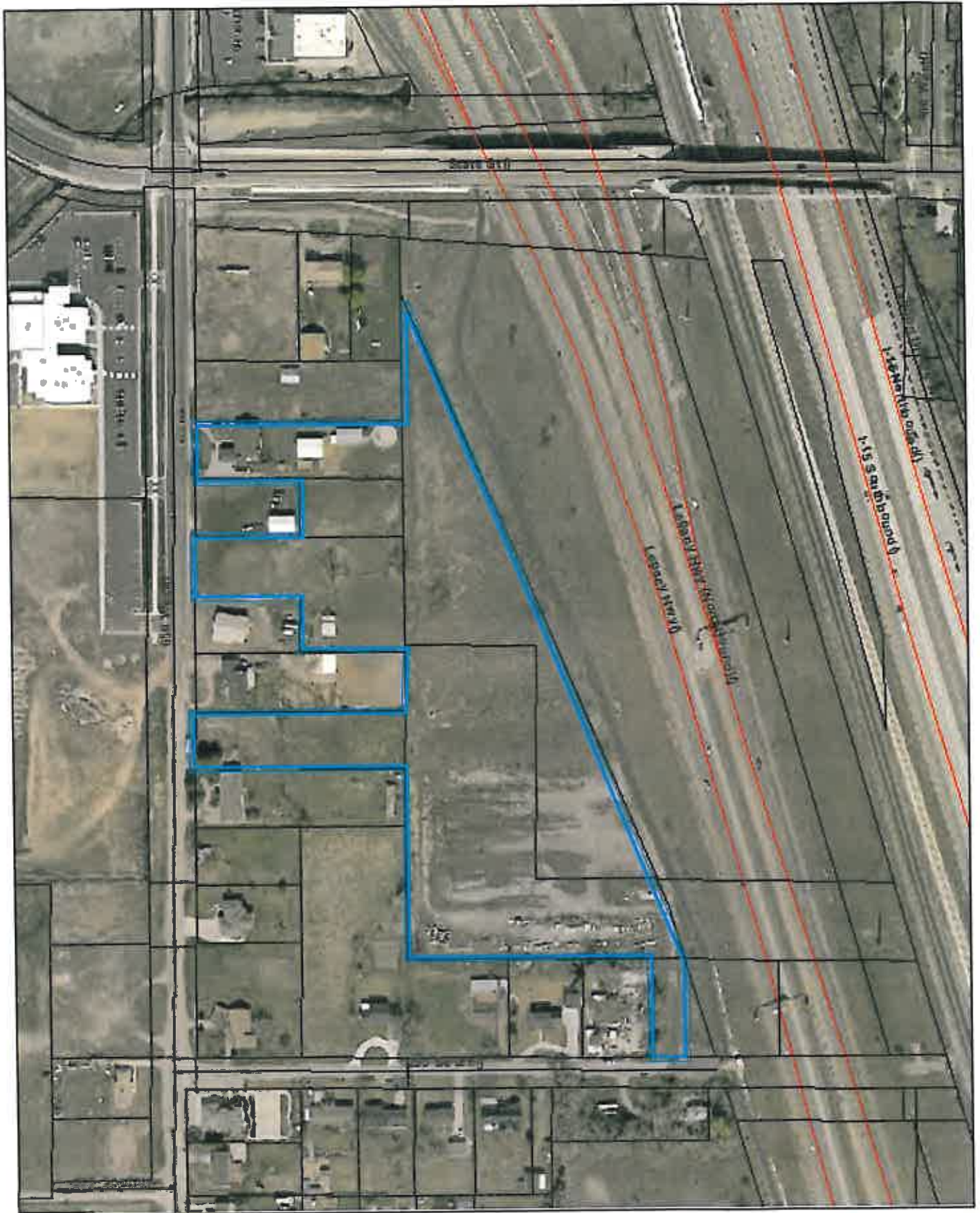
Eric Anderson  
City Planner

Concur



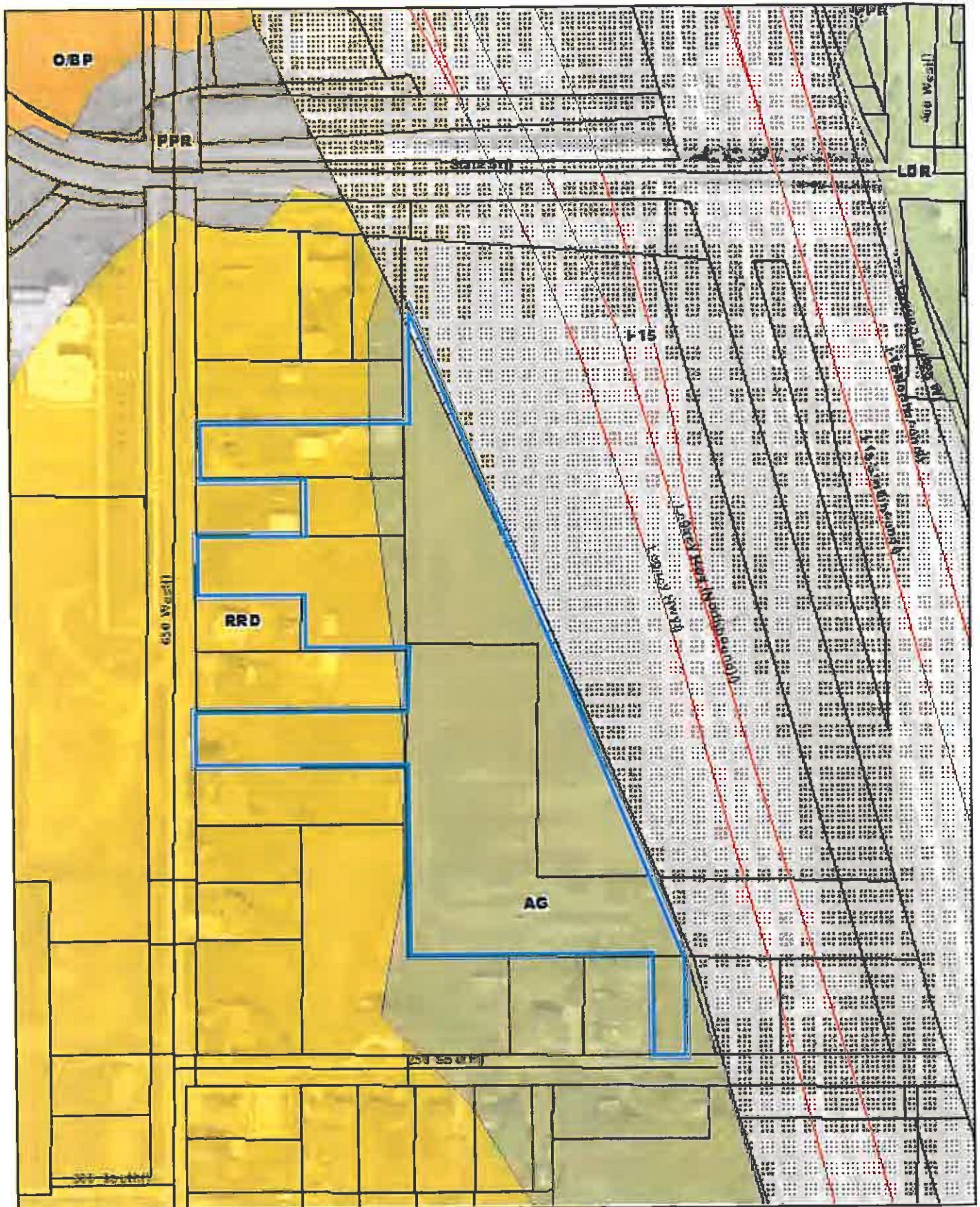
Dave Millheim  
City Manager

# Farmington City



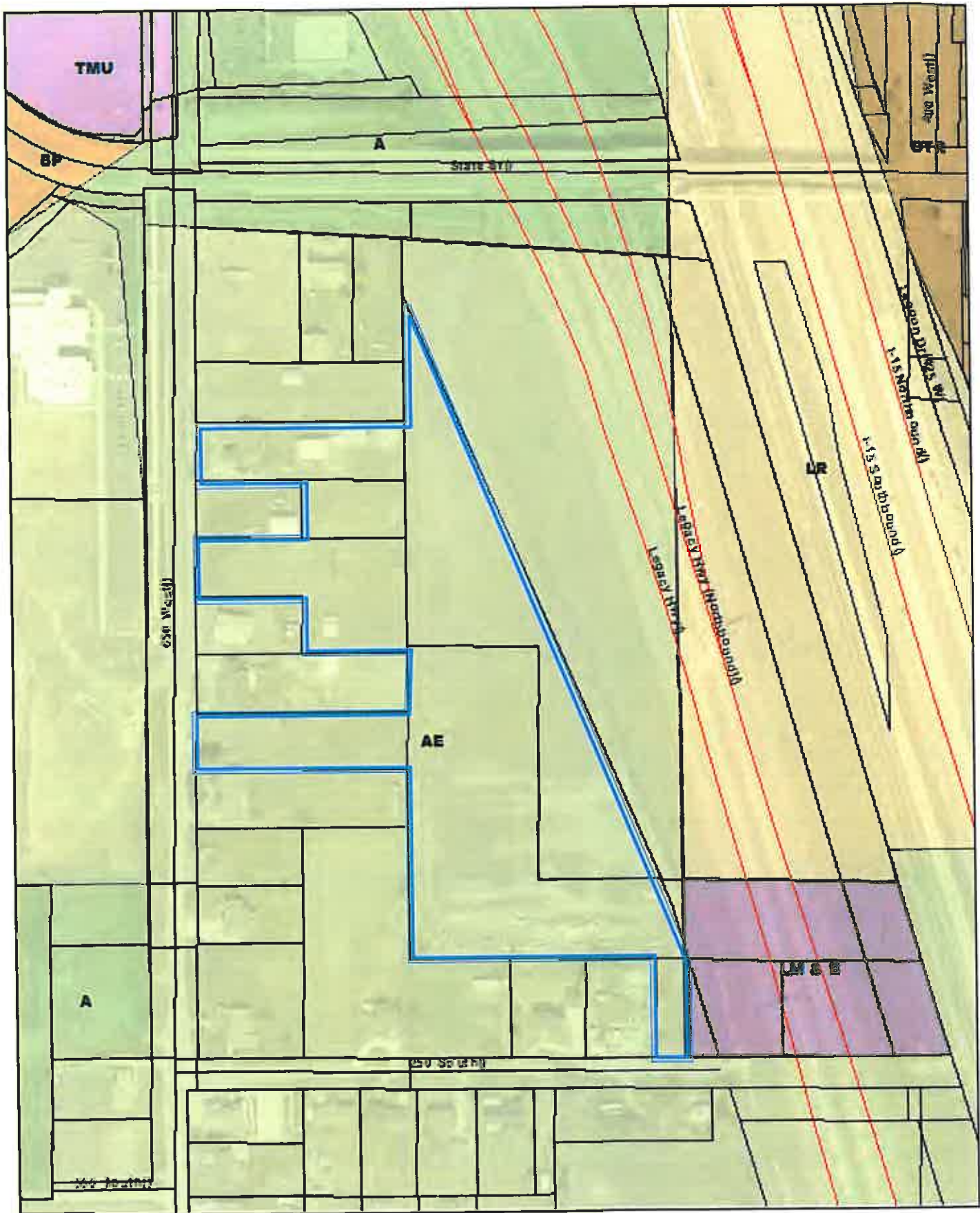


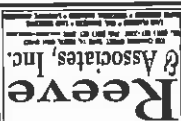
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# Farmington City





REVISIONS

**Mountain View at Farmington**  
OF THE EAST HALF OF SECTION 24, T. 13 N., R. 14 E., S. 14 E.  
FARMINGTON CITY, DAVIS COUNTY, IOWA

PART OF THE EAST HALF OF SECTION 24, T. 13 N. R. 14 E. S. 10, W. 4. SURVEY  
FARMINGTON CITY, DAVIS COUNTY, WYO.

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 Chapter:                       
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 Date: 21-2017  
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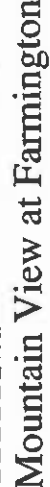
**Developer:**  
Shane Smoot  
32 W. Friesland Ave.  
Murray, UT 84017  
801-698-3440

# Mountain View at Farmington

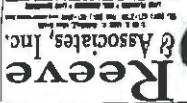
**Farmington City, Davis County, Utah**

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**Developer:**  
Shana Smoot  
32 West Fireclay Ave.  
Murray, UT 84107  
(801) 598-3440



**Mountain View at Farmington**  
PART OF THE EAST HALF OF SECTION 24, T4N, 37E, S16E & U.S. SURVEY  
FARMINGTON CITY, DAVIS COUNTY, UTAH

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# Mountain View at Farmington

FARMINGTON CITY, DAVIS COUNTY, UTAH  
JULY, 2017



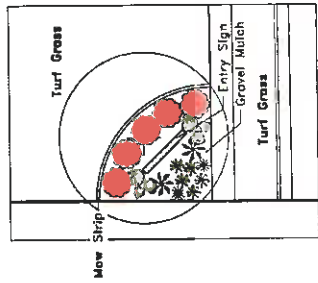
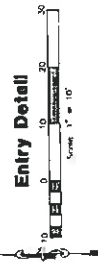
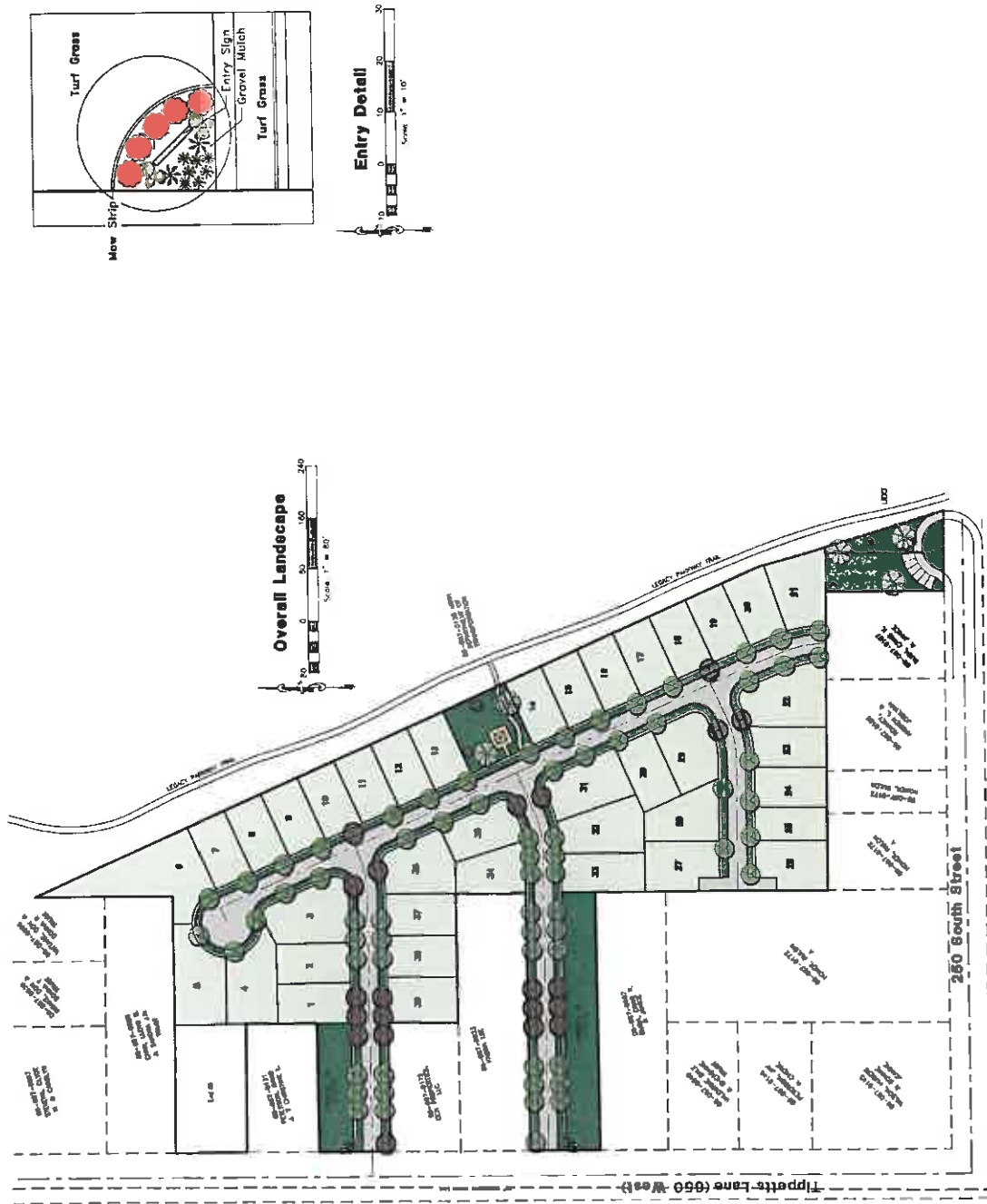
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Mountain View at Farmington  
Landscape Plan  
FARMINGTON CITY, DAVIS COUNTY, UTAH  
Landscape Plan

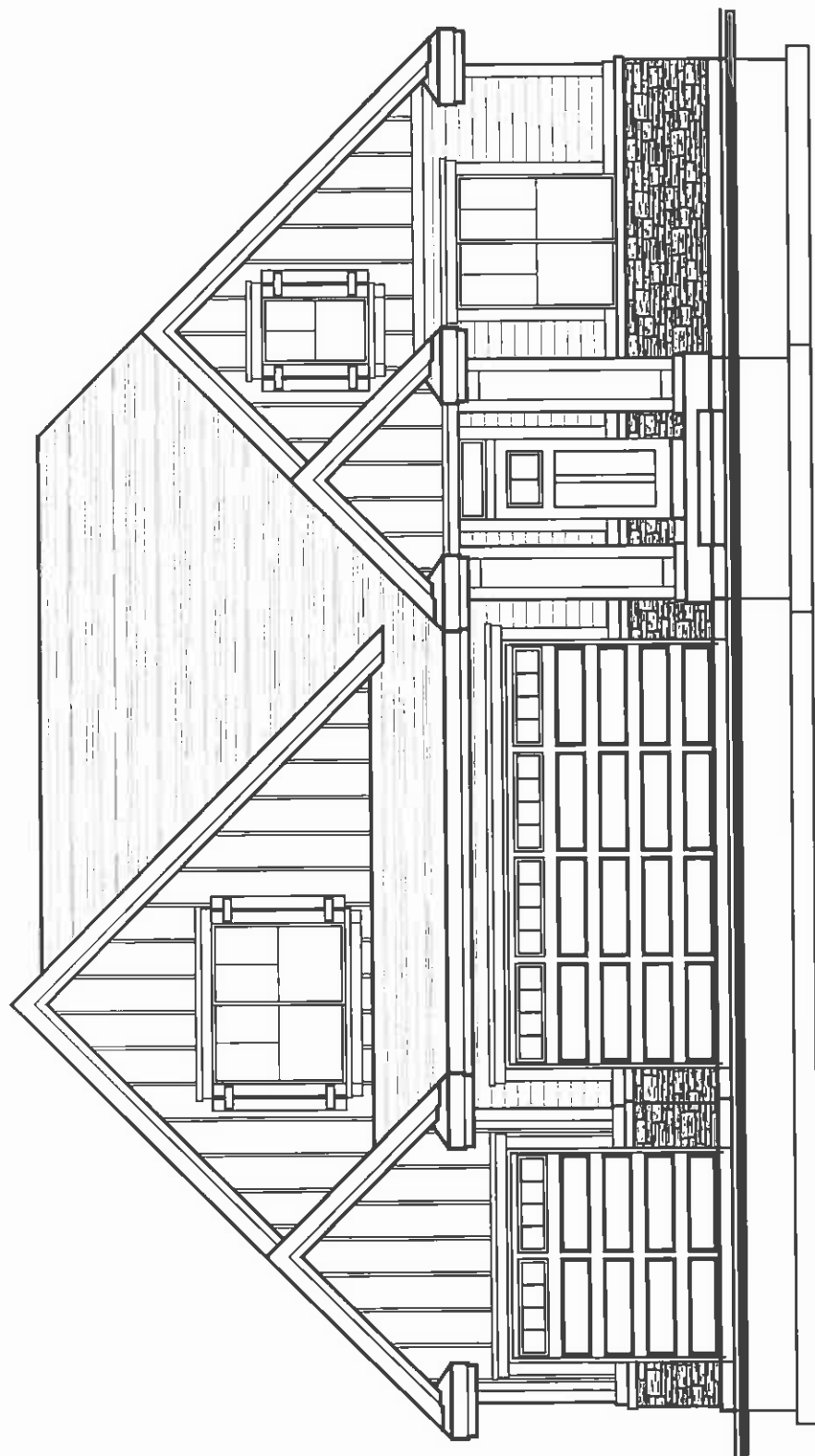


Project No.	17-001
Client	Reeve & Associates, Inc.
Design	Site Plan
Scale	1" = 40'
Sheet	1 of 1
Author	J. Reeve
Checker	J. Reeve
Engineer	J. Reeve

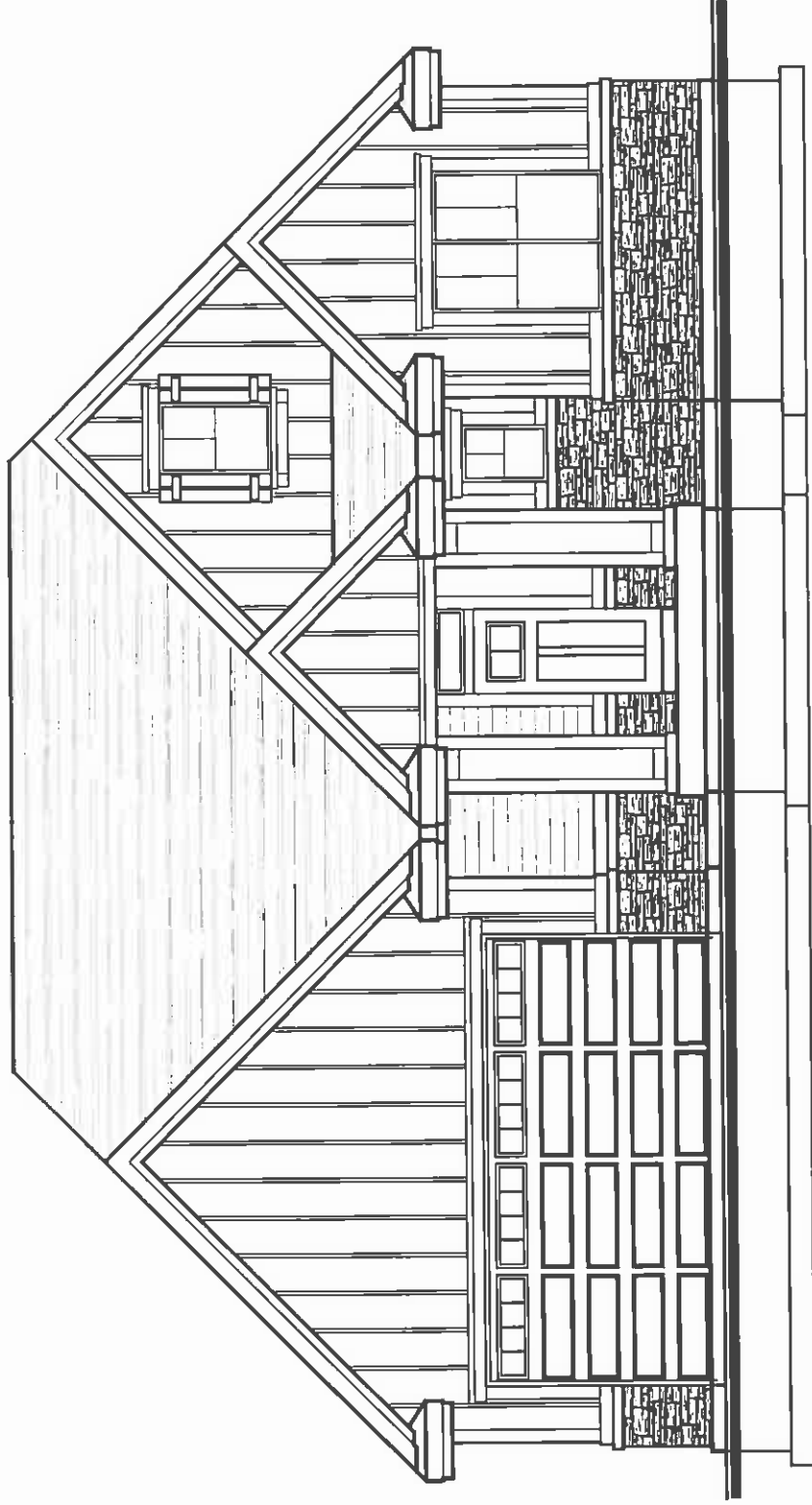
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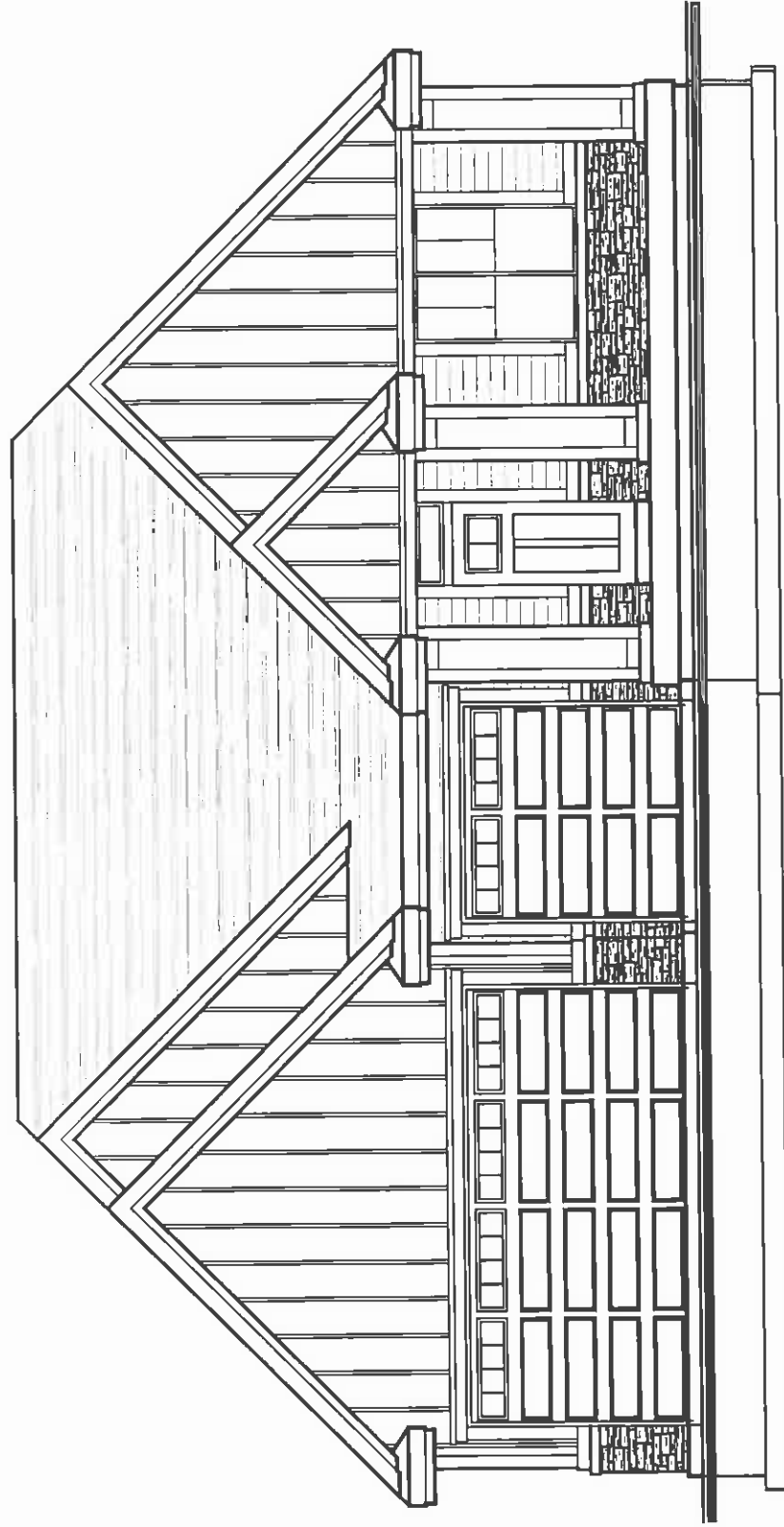
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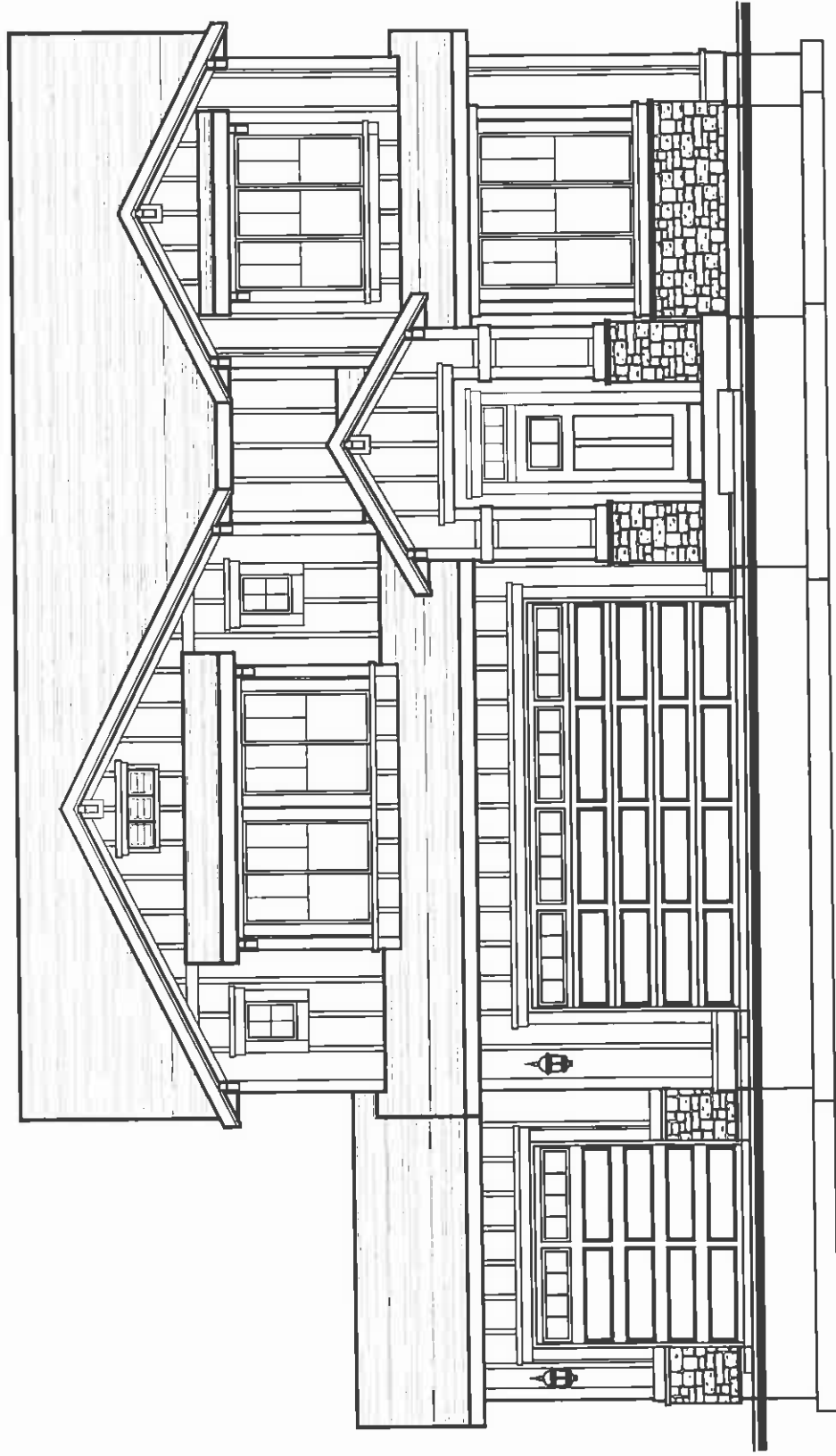
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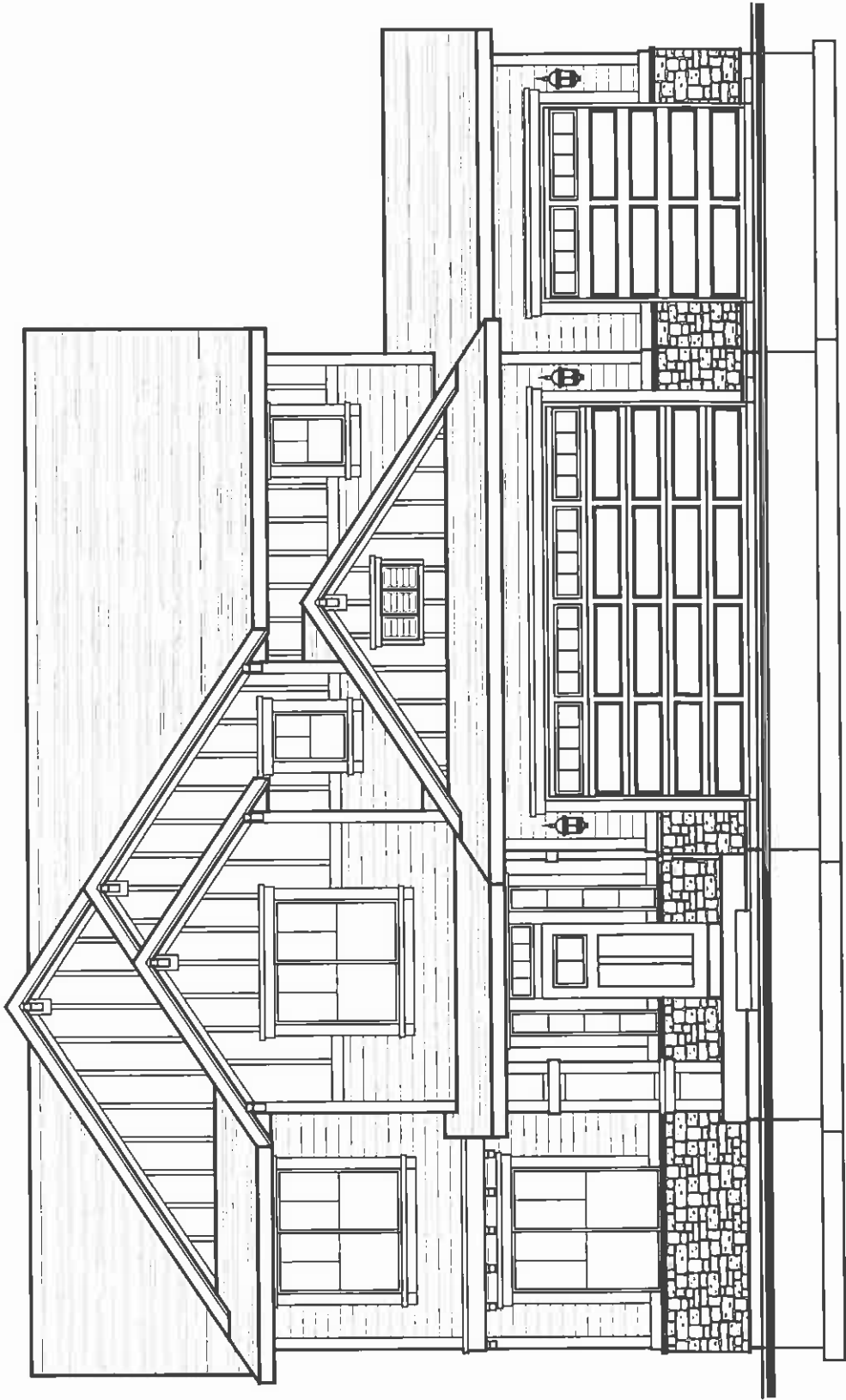
Elevation 2-A



Elevation 3-A



Elevation 4-B



Elevation 5-B

**FARMINGTON CITY**  
**PLANNING COMMISSION MEETING**  
October 5, 2017

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**STUDY SESSION**

***Present:** Chair Heather Barnum, Commissioners Roger Child, Connie Deianni, Bret Gallacher, Kent Hinckley, Alex Leeman, and Rebecca Wayment, Community Development Director David Petersen, and Recording Secretary Heidi Gordon. Associate City Planner Eric Anderson was excused.*

**New Planning Commissioner Introduction**

Roger Child introduced himself as the newest member of the Planning Commission. He has lived in Farmington for the last 25 years, specifically in the old town area of the City. He works for the LDS Church where he was instrumental in turning welfare farms into commercial and residential developments for many years. He currently works for the temple department in property acquisition and market feasibility to determine the highest priority of needs for temples globally. He said he is in a PhD program for Urban Planning and Economics at the University of Utah. David Petersen pointed out that every area of the City is now being represented on the Planning Commission.

**Item #3. Joe Kennard – Requesting a recommendation for schematic plan and preliminary PUD master plan approval of the proposed 41 lot Mountain View PUD Subdivision; and a recommendation for a rezone of 11.93 acres of property from AE to R**

David Petersen said the applicant was trying to assess the Planning Commission thoughts on the development, so they came before the Commission during the Study Session at the last meeting to discuss a few things at the table. The applicant felt they received a lot of great feedback. David Petersen provided a little information on the property. He said the property east of 650 W. used to be owned by the Bangerter family, which was used for farming. He said when UDOT purchased the property from Mr. Bangerter, Mr. Bangerter purchased additional property by the new City gym and started farming there. David Petersen said UDOT has stored pipes on this property, but also used about two-thirds of the original property to build Legacy Parkway. He said a while back, the applicant contacted UDOT and was able to negotiate the sale of the remaining property as surplus property. David Petersen said the property is currently zoned AE. The applicant is seeking a higher density than the ½ acre lots allowed in the AE zone because the property is close to Station Park, the charter school, City gym, and other new developments. He said the applicant is seeking to rezone the property from AE to R (Residential), which allows for 8,000 sq. ft. lots on a yield plan.

David Petersen said the applicant is also proposing a Planned Unit Development (PUD) in addition to the rezone. He said there are 3 similar developments within the City that have been well received, which are Ovation Homes, the Fairways of Oakridge, and the most recent development Kestrel Bay Estates. He said the applicant has recruited the builder of Kestrel Bay, Brighton Homes, to be the builder of the proposed development. David Petersen pointed out that the Kestrel Bay subdivision has been well received by the neighborhood.

David Petersen explained the approval process the applicant is currently going through with each step of their application. He said for a property rezone, the application seeks a recommendation

from the Planning Commission with an included public hearing, and then seeks a final decision from the City Council with a public hearing. He said for a PUD, a preliminary PUD master plan is presented to the Planning Commission for a recommendation, then to the City Council for a final decision. **David Petersen** said both the rezone and PUD are legislative acts, which gives the City a lot of discretion in the state of Utah. He also mentioned that a PUD is like adding another zone on top of a zone. **David Petersen** said for the subdivision process, the applicant presents the schematic plan with a public hearing for recommendation by the Planning Commission, then to the City Council with a public hearing for a final decision. He said the applicant is trying to group all first steps and initial public hearings together. If the applicant makes it past the first steps, and the rezone is approved by City Council, the applicant then presents the final PUD master plan for a recommendation by the Planning Commission, and then a final decision by the City Council. The applicant will also be presenting the preliminary plat and then final plat for a final decision by the Planning Commission. **David Petersen** said the final PUD master plan and the preliminary and final plats are administrative acts; they also do not require additional public hearings. He said at this point, the most important decision to be considering is the rezone, which the commissioners can vote either for or against a recommendation to the City Council regarding it.

The commissioners expressed concern that the subdivision feels “too crowded,” and that the applicant is seeking a density bonus in exchange for open space, but then is requesting a waiver for the open space because he cannot meet the open space requirement. **David Petersen** mentioned that many of the residents that came to the previous public hearing feel that the environment surrounding their properties has changed. They do not feel the property has the “feel” of the AE zone. He said staff has even been approached by a few property owners to discuss trying to get commercial developments in the area. He feels many of the residents are lamenting that the area has changed, but they still want value for their property. He feels something like this development will allow the property owners to maintain their property values.

**Connie Deianni** asked about the traffic this development might add to 650 W., as was mentioned in the previous public hearing by a few concerned residents. **David Petersen** said based on previous experience, like Kestrel Bay, a minor collector road can handle additional trips from a housing subdivision. He said the City can pay a traffic engineer to review it, but said the City has done that enough times to know the result will be insignificant.

#### **Item #4. Misc.**

**David Petersen** explained to the commission how a building height is determined. He said a property owner can manipulate grade in order to meet building height requirements; however, what is being proposed is a small element of the house that sticks up past the maximum building height requirement.

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## **REGULAR SESSION**

**Present:** Chair Heather Barnum, Commissioners Roger Child, Connie Deianni, Bret Gallacher, Kent Hinckley, Alex Leeman, and Rebecca Wayment, Community Development Director David Petersen, and Recording Secretary Heidi Gordon. Associate City Planner Eric Anderson was excused.

#### **Item #1. Minutes**



**Rebecca Wayment** made a motion to approve the Minutes from the September 21, 2017 Planning Commission meeting. **Connie Deianni** seconded the motion, which was unanimously approved.

#### **Item #2. City Council Report**

**David Petersen** gave a report from the October 3, 2017 City Council meeting. He said a budget update was given; Farmington City received more sales tax than originally anticipated. He also said each department has kept their budget down over the last year, which has helped the City come in significantly under budget. He also said the Swain PUD Subdivision Schematic Plan and Preliminary PUD Master Plan was approved without any concerns. A revision was also passed for the demolition standards within the Ordinance.

**Heather Barnum** also took a moment to introduce **Roger Child**, the newest member of the Planning Commission. **Roger Child** briefly highlighted his experience and qualifications.

#### **SUBDIVISION / PRELIMINARY PUD MASTER PLAN / REZONE**

**Item #3. Joe Kennard (Public Hearing) – Applicant is requesting a recommendation for schematic plan and preliminary PUD master plan approval of the proposed 40 lot Mountain View PUD Subdivision on 11.93 acres of property located at approximately 650 West and 250 South, and a rezone from AE (Agriculture Estates) to an R (Residential) zone related thereto. (S-12-17 and Z-2-17)**

**David Petersen** showed the property on an aerial map. He said most of the property was once Bangerter Farms when UDOT purchased it and used two-thirds of it to build Legacy Parkway. The applicant approached UDOT and had the property declared as surplus property so he could purchase it. He said the property is zoned AE, which allows for ½ acre lots. **David Petersen** said the applicant is asking to rezone the property to the R zone, which has a minimum lot size of 8,000 sq. ft. He said the applicant is also seeking a density bonus. For the R zone, the applicant's yield plan results in 34 lots, so the applicant is seeking a 20% density bonus, which would result in an additional 6 lots.

**David Petersen** said the applicant is fashioning the development after three others found within the City, Ovation Homes, the Fairways of Oakridge, and Kestrel Bay Estates. The applicant would like to do detached single-family homes.

**David Petersen** said the applicant is requesting a PUD to obtain the density and lot sizes that are being proposed. As part of the PUD process, the applicant is required to provide open space. He referenced the schematic plan in the staff report. He said the middle entrance into the subdivision has open space placed at the east end of it, which will also include a trailhead. He said there is another parcel of open space in the southwest corner; this parcel helps the City because the long dead-end currently does not have a turnaround for fire trucks or snowplows. The proposed open space parcel would solve an issue the City has had for some time. **David Petersen** said the City requires a second point of access into the subdivision because it exceeds 24 lots. He explained the applicant previously had two strips of open space on each side of the road, but has since shifted the road to the north resulting in one open space parcel to the south of the road that will be used for a detention basin. **David Petersen** said the applicant still falls 7% short of the 20% open space requirement required for the density bonus, so the applicant is seeking a waiver from the City Council. He explained the waiver is not like a special exception, but comes at quite a cost to the developer. He said the money obtained by the waiver is used for open space elsewhere within the City.

**Heather Barnum** asked staff how often developers ask for a density bonus in exchanged for a higher open space percentage, but then seeks a waiver for that open space. **David Petersen** said he does not know an exact number; however, he feels almost every PUD has asked for a waiver of some degree or another since the waiver was amended in the ordinance. He said the City has only received approximately 3-4 waiver requests since the waiver was introduced a few years ago.

**Roger Child** asked if the City is trying to assemble open space funds for any future projects. **David Petersen** said open space funds would be used for the City's new regional park.

**Rebecca Wayment** said she understands that PUDs can request a waiver of open space, but she is uncomfortable with the current applicant's request because they are seeking a density bonus by providing additional open space, but then seeking a waiver for that open space. She feels what the applicant is requesting is a "double dip" on the way the Ordinance is written. She feels it should be one or the other. **David Petersen** said he is not sure if other applicants have requested something similar, but he can research it.

**Alex Leeman** asked what the default lot size is within the R zone. **David Petersen** said the current AE zone allows for ½-acre lots, but the R zone is 8,000 sq. ft. lots. He said a huge percentage of the homes around the cemetery, the Sommerset subdivision, the orchard homes off of 1400 N., and most of the homes around the Oakridge Golf Course are all in an R zone. He said the R zone was one of the main residential zone used within the City until the mid-1980s. He said shortly after that time, the most prevalent zone became the LR (Low-Density Residential) with 10,000 sq. ft. lots. He said there are now more LR zones than R zones within the City. **Alex Leeman** asked for clarification that the applicant is seeking a density bonus on the yield plan even within the R zone that allows for smaller lots. **David Petersen** said yes; he said even if the applicant requests for a rezone to the LR zone, it would decrease the density, but the applicant could still seek a density bonus and waiver for the open space. He said one of the major differences between the R zone and the LR zone is that the LR zone allows homes to have a secondary dwelling unit if it meets the building code. He said secondary dwelling units are not allowed within the R zone, but that the lot sizes are 2,000 sq. ft. smaller.

**Kent Hinckley** said it was mentioned that waivers for open space are costly, but pointed out that they must be still be economical enough for the developer to still seek one. **David Petersen** said the developers sit down with the City Manager and present their profit projections, among other things, to him. He said developers often have much to gain with a development; however, there is significant risk to developing, so developers have to maintain their margin of profit to make it worth the risk. He said the City Manager takes all the information presented by the developer into account, but also makes the waiver worth it for the City. **David Petersen** said the City has obtained up to \$85,000 for a waiver in the past, so waivers can be very beneficial for the City.

**Randy Rigby**, 245 S. Cobblecreek Rd., said he is here with his business partner, Joe Kennard and Brighton Homes' president, Patrick Scott. He said he is a 63-year citizen of Farmington; he has traveled this property for many years as his family helped settle Farmington. He said he also owns property that is now being developed into Miller Meadows Subdivision. He said he takes pride in developing something that will make the community proud. He said his hope for this subdivision is for it to be a win-win for everyone. He thanked the Planning Commission for taking their time and effort to listen and thoroughly review this project. He thanked staff for working candidly with them through various issues. He also thanked his neighbors and residents of the community for working with him and his partners. He said he recognizes there is a lot of change happening around this area, and he understands it has not been easy for those living here. He appreciates all the feedback that has been given by the neighbors. He said they are working hard to be mindful of the neighbors' needs, but are also trying to allow the

neighbors (or their children) the opportunity to have maximum value for their property at some point. He said the City Manager stated to him that he is not in favor of having open space just for the sake of having open space. The City Manager feels it is sensible to use open space in other locations of the City where it makes more sense. **Randy Rigby** said they feel the proposed open space does make sense. He said the open space parcel on the southwest corner better helps the community by providing a turnaround for fire trucks and snow plows. The open space in the middle of the subdivision provides a beautiful entrance into the community. The open space located on the south of the access into the subdivision will serve as a detention basin, but will also provide a nice entrance into the community. He said the open space grounds will be kept within the PUD, so an HOA will maintain the grounds in perpetuity so it will continue to look nice. He thanked everyone, and asked for the Commission's support in this project.

**Roger Child** asked the applicant about the starting price point for the homes. **Randy Rigby** said they would have liked to build another Miller Meadows type subdivision; however, looking at the development costs and the location of this property next to the overpass and Legacy Parkway, they knew this project would have to be more of a transitional piece. He said it is important to them to keep this property as single-family residential homes, and that they have seen how well the Ovation Homes and Kestrel Bay projects have been received. He said he recognizes the need for higher density single-family residential projects for young, growing families and retirees that want a smaller lot with little maintenance. He said their price point for these homes would be approximately \$350,000 to \$450,000.

**Heather Barnum** asked the applicant if their target audience is the retiree type community. She expressed concern that the elevations provided to the Commission were of two-story homes, which she does not see as being a good fit for that community. **Randy Rigby** said they would offer 1 and 2-story homes so there will be a combination of older and younger families. In talking with the builder, they feel it is good for marketing to maintain flexibility so the homes are not just limited to the 55+ market. **Heather Barnum** mentioned to the applicant that there are a lot of concerns from citizens regarding the ingress and egress of the traffic. She feels it is something to consider with a younger target audience, as the traffic will be heavier among this community.

**Heather Barnum** asked if the homes would have basements. **Randy Rigby** said due to the high water table, the homes would not have basements.

**Heather Barnum** asked about the proposed side, back, and front setbacks and what the Ordinance requires. **David Petersen** referenced the applicant's schematic plan, as found in the staff report. He said the rear setback is proposed as 15' and both sides as 5'. He said it would be similar to the Kestrel Bay, Ovation Homes, and the Fairways of Oakridge projects. **Heather Barnum** asked if the setbacks meet the Ordinance. **David Petersen** said the Ordinance requires 8' on one side setback, and 10' on the other, but the applicant is proposing 5' for both side setback as part of the PUD. **Heather Barnum** asked about the front setback. **David Petersen** said the applicant is proposing 20' to the garage, and the Ordinance requirement is 25' front setback for the R zone. **Randy Rigby** added that a few of the residents have expressed a desire to have fencing around the project. He said they are planning to build a 6' solid fence around the property to be mindful of the neighbors, especially those with horse property, but that would also help with the rear setback around the outside lots of the community.

**Roger Child** asked if any of the adjacent neighbors have expressed interest in developing their own property. **Randy Rigby** said there is little desire by the current property owners; however, the property owners are aware that their children may want to consider it down the road. He said they are trying to work with the property owners to ensure access can still take place for development in the future.

**Heather Barnum** said that the Planning Commission previously committed to hold another public hearing for the residents to see what the applicant decided to do with a revised plan. She said the changes include removing one lot, providing and rearranging of the open space and an easement for the City.

**Heather Barnum opened the public hearing at 7:44 p.m.**

**Todd Gibbs**, 595 W. 350 S., said he attended at the last meeting when the applicant presented his plans; he was anxious to see what changes would be made. He said he is concerned about the impact this project will have on 650 W. since the community has yet to see the full impact the high school and City park will have on the road. He said he previously heard from many of the commissioners that there was concern regarding the proposed density of this project, and the applicant decreased the density by 2%. He said 2% is not enough to change his feelings of this development, and he does not believe that is enough to change the impact on the area. He asked that the commissioners maintain the type of neighborhood they currently have with regards to lower density housing, and wait to see the impact of everything else coming in before another project is added.

**Krissy Guess**, 553 W. 250 S., said she has concerns with the proposed density. She said she feels only removing one lot from what was previously proposed is like a “slap in the face.” She said she would love to see a project that more closely resembles Miller Meadows. She said the property that the project is being proposed on is very ugly, and she would love to see it cleaned up; however, she does not feel there needs to be so many homes in the project. She also expressed concern about the impact all the young families will make on the elementary schools because class sizes just keep getting larger and larger with the new growth. She also asked if a fire station is proposed for the west because it needs one.

**Paulette Hewitt**, 541 W. 250 S., provided pictures of Kestrel Bay Estates to the Commission. She said she does not feel the surrounding neighborhood is opposed to having homes built on the property because the property is currently a big mess. She would like to see something similar to Miller Meadows. She referenced the pictures she provided to the Commission. Kestrel Bay does not have any sidewalks, it has a gazebo in the middle of grass and sidewalk that looked completely empty, the homes’ central air units are approximately 2 ½’ apart from each other with the small side setbacks, and there is no way to access the back of the homes if there is a fire. She said she recognizes ½-acre lots are not going to happen for this property, but she asked if the lots could be closer to ¼ acre, similar to Miller Meadows’ smallest lots. She expressed concern regarding the placement of open space, the amount of open space proposed, and what the open space could look like down the road. She is also concerned about the traffic impact it will have on the area.

**Taunalee Homer**, 586 W. 250 S., said the applicant has proposed a parcel of open space on 250 S., but it will not be something that can be accessed by the proposed community. She said there is currently a turnaround/trail head on that parcel that is not maintained by UDOT at all. She asked who is responsible for maintaining the space along Legacy Trail, as it seems no one is maintaining it. She also asked if the 2-story homes will be proposed along the back line of the project and the single level homes be located on the interior. She is concerned that if 2-story homes are allowed along her side of the property, her mountain view will be destroyed.

**Eric Oldroyd**, 558 W. 350 S., said he came tonight hoping there was a good faith effort on the applicant’s part to meet the concerns presented at the last meeting, but the project was only reduced by one lot. He said he is not against the project, but does not think that many lots are needed. He feels what is being proposed will be beautiful homes. He said there has been talk of apartments on this

property by the community; however, he does not think the Planning Commission would recommend apartments anyways. **Alex Leeman** clarified that apartments have not been proposed, and that a zone change would have to happen in order for apartments to be considered.

**Heather Barnum** entered in an email received by resident Jim Checketts.

**Heather Barnum closed the public hearing at 7:58 p.m.**

**Alex Leeman** said his concerns with the previous plans were addressed regarding open space parcels B & D, but he understands now that the placement of those were because the neighbors aren't interested in selling their lots. He expressed concern that when the adjacent property owners would like to develop (or the property owners' children do), it is the City's hope that those developing would do so in a way to maintain the continuity of the neighborhood layout and the way the roads are put in. He expressed concern on how that could happen if the open space is adjacent to the roads. He asked how the City could ensure continuity without losing dedicated open space or preventing logical development of the surrounding area. **Randy Rigby** said, as was previously mentioned two weeks ago at the discussion during the Study Session with the Commission, they are very open to do whatever will work the best. He said in working with staff, he and staff felt setting the open space aside as a retention basin was a good solution. If a future developer wanted to come and access the road, the detention basin would have to be released by the HOA and City, which would require a future developer to replace it in another location or meet the City's standards to release it. **Alex Leeman** still expressed concern on how that would all take place. He asked where the detention basin could be moved. **Randy Rigby** said he is unsure, as that would be up to a future developer. **David Petersen** said an easement of restriction could be placed on the open space to ensure the open space would have to be made up somewhere.

**Alex Leeman** said he is concerned that for whatever reason, a property owner chooses not to plug into the current road system, then this road remains without homes along it. He wants to make sure future development comes in the "right way." **Randy Rigby** said it is not their desire to hold the property hostage so others cannot develop in the right way, and that they are open to looking for the right vehicle to ensure future development fits into the continuity of the area. He said that his mother owned property in Centerville, but did not want to develop when the surrounding property around her did. He said they are now having to deal with creating that continuity on those 10 acres of property when it could have easily been resolved when the surrounding property was developed. He said he wants to make sure that does not happen to this area; however, he respects the current adjacent property owners' decision not to develop at this time. **Alex Leeman** suggested looking into an option to record an agreement within the HOA documents that the HOA is to work with adjacent property owners in the future regarding the potential purchase of the property. He feels something like this, or another creative solution should be included to ensure the continuity of this area of the City.

**Bret Gallacher** said that he recognizes the adjacent property owners' desire not to sell; he said he does not feel it is this applicant's responsibility to foresee any possible development and to plan for all sorts of scenarios to ensure development happens in the way we would like it to happen. **Alex Leeman** said he agrees; however, he feels it is the Planning Commission's responsibility to look at that to ensure it happens. He said that he commends the applicant for all the work they have done, especially with regards to working to meet the neighbors' needs. He feels future developers would be silly not to plug into the proposed roadway and utility systems that the developer is proposing.

**Roger Child** asked if system improvements, like water and sewer, have been included to accommodate future development. **Randy Rigby** said yes, all of those concerns have been addressed and resolved by the DRC.

**Randy Rigby** said it was mentioned in the public hearing that UDOT owns the parcel on 250 S. He said that is true; however, it is not a trailhead, as was previously mentioned in the public hearing. He said when they were designing the project, the City asked for a better turnaround for snowplows and fire trucks, while also provided a better access to the Legacy Trail. He said what is being proposed for that parcel will better functioning and will meet the City's needs. **Alex Leeman** asked if it would be owned and maintained by the HOA. **Randy Rigby** said yes, and the HOA would maintain it. The streets will be public, but the HOA will take care of the park strips. **Heather Barnum** asked if the HOA would still maintain it even if the community cannot access it. **Randy Rigby** yes, the HOA will maintain it.

As was also referenced in the public hearing, **Randy Rigby** said they are working with UDOT to determine who maintains the space along the Legacy Trail because it is not well maintained. He said they are looking into acquiring that land and tying it into the property in an effort to make it better. **David Petersen** said when UDOT formulated Legacy Parkway, they put the trail in with beautiful landscaping and trees. He said approximately a year after it was built, UDOT said they no longer wanted to maintain it and turned it over into the cities care. Unfortunately, none of the cities had money to maintain it, so the cities entered into an agreement with the County for the County to maintain the areas surrounding the trail. **Heather Barnum** asked that staff take feedback to the County asking for better maintenance around the trail. **Randy Rigby** said he feels it would greatly enhance the area if the proposed HOA could take the space back. He said they would be interested in entertaining some kind of agreement with the County to make it look better. **Heather Barnum** asked if there is a slope from the trail to the back of the property. **Randy Rigby** said the property is mostly flat.

**Rebecca Wayment** asked if the development includes sidewalks. **David Petersen** said yes, the schematic plan includes sidewalk on both sides. The proposed sidewalk would be standard size, including a 7 1/2" park strip. **Heather Barnum** asked if the proposed sidewalk is included in the front setback that was previously discussed. **David Petersen** said no, the sidewalk and park strip are not included in the front setback that was discussed.

**Rebecca Wayment** said one resident asked about the placement of the single story homes versus the placement of the two story homes. She asked for clarification of it. **Randy Rigby** said he assumes it would be personal choice. He said property owners would be able to choose their lots, as well as the layout of their homes. **Taunalee Homer** expressed concern her view will be gone if the homes will be mixed and matched. **Heather Barnum** invited Mrs. Homer and the applicant to discuss the issue together offline if they choose to do so.

**Connie Deianni** said the concern regarding small lots still has not been discussed. She said every resident in attendance mentioned the size of the lots. She asked if the rezone request is not approved, if the property will remain zoned AE, and the applicant can still build on larger lots. **David Petersen** said the commission is making a recommendation, so regardless of how the commission votes, the applicant still has an option to go to the City Council. He also clarified that yes, the property would remain zoned AE, and the applicant does have the option to build homes on ½ acre lots.

**Alex Leeman** said the Zoning Ordinance states that the Planning Commission should consider the following when determining a recommendation, which includes if it is "reasonably necessary," if the proposed amendment is in the public interest, if it is consistent with the General Plan, and if it is in harmony with the Zoning Ordinance. He said he recognizes this is a legislative act, but felt it was beneficial to mention those standards as something to think about when considering the rezone.

**Roger Child** said that the Homer's share the largest property line than any other property owner. He said he recognizes they are not ready to develop as this point, but as the most affect neighbor, he was curious about their long-term goals with their property. **Taunalee Homer** said yes,

they are the most affected adjacent property owner to his project, and will continue to purchase property in this area. She said the reason she is buying additional property is because she does not want things to change, which is her long-term property goals. She said she feels when UDOT purchased the property, they ruined any chance for the lots to be sold as ½ acre lots. She said she recognizes her children may want to sell her property, and that they most likely will not be selling it as horse property because she believes horse property will soon be zoned out of the area. She said she currently has a nice view of the mountains, and she would like to maintain it. She expressed concern that if 2-story homes were built along her property line, she would lose her view.

**Rebecca Wayment** said she is big on open space; however, after reviewing the guidelines **Alex Leeman** brought up and reviewing comments from the previous public hearing, she feels it is important to really vet out these decisions since the City has to live with these decisions long term. She walked through her thoughts on the guidelines listed in the Ordinance that should be considered when making a recommendation. She said the first guideline listed asked if the project is reasonably necessary. She said she feels they have heard a lot about how medium high density is a nice transition between a neighborhood and apartments, as well as provides a buffer from uses like Station Park and the City gym. She said she wishes the apartments on 650 W. and Clark Lane were never approved. She said she does not see this as a buffer as the school, gym, and park are already there. She feels like this project is much higher density than it needs to be. She feels that west Farmington has always had bigger lots. She said even when the Ranches development came in, there was significant amounts of open space and larger lots. She feels that although the new normal might be larger homes on smaller lots, she feels there are still enough people that want space between their homes. She said she remembers the approval process for Kestrel Bay and Ovation Homes, and how much push back was received by the community over those projects. She said she recognizes the need for mid-price range homes, but she feels it is important to provide lots that have a yard for kids to grow up in. She said she does not feel this project is reasonably necessary.

**Rebecca Wayment** said the next guideline listed was if the project is in the public's interest. She said 650 W. has gone through very horrific years, and she feels for the homeowners located on it. She said there will be a new high school opening next fall, which will bring a huge amount of student traffic to 650 W., and the City does not know what all the traffic concerns will be yet. She said the West Davis Corridor will also make a large impact on the whole area. She feels it is not in the public's best interest to subject them to move massive construction by putting a medium higher density project in the area.

**Rebecca Wayment** said the third guideline listed is if the amendment is consistent with the General Plan. She said it is not likely that there will be an overhaul of the General Plan in the near future, so it is up to the Planning Commission and City Council to determine what fits in this area. She said if the governing bodies do not want high density in the area, the General Plan does not have to change, especially so quickly. She said she is concerned with approving things that are not consistent with the General Plan because she feels there may be things approved for the area that just don't make sense.

**Rebecca Wayment** said the fourth guideline to consider is if the amendment is in harmony with the Zoning Ordinance. She said she is unsure on how that guideline should be interpreted. She said she sees this request as an applicant asking for the AE zone to be rezoned to R to allow medium higher density by seeking a 20% density bonus in exchange for more open space that cannot be accommodated, so an amount of money will be paid to the City for a partial waiver of the open space requirement. She expressed concern that this part of the City could easily be consumed into high density to medium higher density housing. She said she would like to maintain a more spacious feel for this area of the City, as that is what it has always been.

**Rebecca Wayment** said she also echoes the concerns presented by **Alex Leeman** regarding the open space. She said she does not feel the open space parcel on 250 S. should be considered an addition to the project since it will be completely inaccessible by the proposed development, unless a cut through is eventually made through the surrounding undeveloped property. She said she feels a nice park in the middle parcel of open space would be a nice addition. She said her biggest concern is with the open space and the density bonus. She said typically when a density bonus is granted, the City receives something in return. She does not feel this will happen in this case because the placement of the open space could easily be removed later on by someone saying it no longer makes sense. **Alex Leeman** pointed out that it may make sense for the applicant to seek a waiver for this project's open space. The project is located directly across the street from the City's new gym and park, so the project would have a direct benefit of the money paid to the City for the waiver.

**Bret Gallacher** said this project was brought before the Commission four weeks ago, and the open space and density was discussed. He felt like the Commission sent the group away with the biggest concerns being the density and the placement of the open space along the road entrance. He feels those concerns have not been met. He said he has a lot of respect for the developers, but he feels they wasted time by not changing the density more than one lot. He said he is leaning toward not recommending this project to the City Council.

**Kent Hinckley** said that he agrees with the comments provided by **Rebecca Wayment**. He said he does not agree that this property or project would be a transition. He feels a transition is from one thing to another; however, this property is off by itself. He said no one will ever know it is there as the property is tucked away from the main road. He does not feel good calling this project a transition piece.

**Alex Leeman** said his parents are in their mid-60s and have recently moved into an area with smaller lots and minimal yard maintenance. He said it has been a good thing for his parents, and many others in their same shoes. He said he feels if this subdivision were approved, the lots would sell very quickly. He said he is not bothered by the lot size and density of the project. He is also not bothered by having the project in this area. He appreciates the fact that this developer is working hard to try and put a small master plan in for the area, but also recognizes, and respects, that he does not have the full cooperation of the neighbors that want to stay for the time. **Alex Leeman** said the open space is still a big concern for him. He is concerned the open space will later be swallowed up down the road. He feels that it makes more sense for the applicant to pay for the waiver of open space. He feels like the applicant does not have the full "buy off" to make this project really great, but feels that not recommending approval of it could result in something much worse later on. He said he recognizes that the next developer proposing something would have to go through the same process, or that this applicant may even come back with something different; however, he is still unsure if he would vote in favor or denial of a recommendation at this point.

**David Petersen** said that the applicant and staff discussed challenges presented by the Commission during the previously meeting when this item was presented. He said they must have all missed the large concern regarding density. He said staff and the applicant's main take away was that the main concern was more about the configuration of the project. **Heather Barnum** said density was discussed at the previous meeting. **Alex Leeman** said he does not mind the density. **David Petersen** said it was not specifically asked that lots be removed from the schematic plans. **Heather Barnum** said she felt it was not the Commission's place to say how the density should be addressed, so it was left to the developer to amend it. She felt the discussion that took place left the applicant some ideas on how to go about addressing the density. **David Petersen** said the interpretation of the conversation was that a reconfiguration, specifically regarding open space, needed to take place. When staff discussed the schematic plans with the applicant after the previous Planning Commission meeting, the applicant



explained a lot about why the project was configured how it was because of the many constraints they have on the property. He said that was when staff felt it would be effective to bring the applicant to the Commission's Study Session two weeks ago to explain the reason for the configuration. **Alex Leeman** said he understands that any configuration will be challenging because the property is an odd shape and it abuts the freeway. He also pointed out that abutting the freeway is also the reason why ½-acre lots will not sell in this area, and why he feels the density is a good fit.

**Heather Barnum** expressed frustration that the density did not change, and that the applicant is seeking a density bonus in exchange for 20% of open space, but is then seeking a waiver for the open space. She said she is not comfortable with the density, the minimal amount of open space, and granting a bonus for more density. She said she does not see this project as a win-win for all those affected by it. She said she does not disagree that the proposed lots would sell, but she does not understand why the lots cannot be larger than what is being proposed. She feels ¼-acre lots would still sell just as fast. She feels if this project is ultimately not approved, any other project would still have to come through the same approval process and the same arguments would still apply, so she is not concerned that something worse could come in for this property.

**Roger Child** asked if the City had a traffic count for the new high school. **David Petersen** said yes, the high school has been included in the City's Master Transportation Plan. **Roger Child** asked how many trips the proposed subdivision would add to the traffic count. **David Petersen** said a trip is considered two ends, and a subdivision of this size would add approximately 400 trips per day. He said when Kestrel Bay came in with 63 homes on the Frontage Road, the traffic did not make any significant impact, even during peak traffic times. He said when traffic is mentioned during public hearings, it is only considered significant during big developments. He said this project is considered low density, and the impact would be minimal. He said the Commission can require the developer to obtain a traffic study, but based on past projects, staff is confident that the results will be what was just explained.

**Roger Child** said he noticed that the largest neighbor this development will have is the trail system and the freeway. He also noted that there will be an additional freeway, the West Davis Corridor, coming in soon, which will also impact this area. He feels having all these freeways in this one area will change what development could take place on this property. He believes ½-acre lots will not be the market, especially when it abuts a freeway. He said he believes "outdoor living" is changing with the new generation of kids growing up; he believes the next generation is not accustomed to playing outside as much as previous generations. He said there is also the large City park across the street that could be easily accessed. He feels pocket parks may be used as a marketing tool by developers, but they do not benefit a lot of people, especially since kids playing at a park unsupervised is becoming more difficult. **Roger Child** said if he were a property owner next to this development, he would appreciate it because it will increase property values, especially as the new freeway comes in. He recognizes that neighbors do not want to sell at this time; however, their property will eventually develop and having a project with this density will significantly enhance the property values surrounding it. **Roger Child** also pointed out that having the option to later move open space so a property owner could access the infrastructure that could be brought in by this development is a huge value to the surrounding properties, as someone else is fronting those significant costs right now. **Roger Child** also said there is a very big need for affordable housing in Farmington. He said the City is currently priced out for many people's children that want to live here, and it is a big problem. He pointed out that it is hard to believe that affordable housing is considered \$350,000+. He said in City planning, it is a good thing to have a spread of property values within the City to provide a wider diversity of demographics within the City. He said he is sad to see west Farmington moving to a higher type residential density; he recognizes the challenges that must bring to the long-term residents of the area, as change is difficult. **Roger Child** said he feels the biggest catalyst for change was having the freeway and Station Park come to the area. **David Petersen** also pointed out that in 2020, the Legacy Parkway agreement will expire, which means

the road can be extended to three lanes, quiet pavement is no longer required, and the speed limit can be raised to 70 mph.

**David Petersen** said in the previous public hearing, many residents were in favor of smaller lots because they cannot sell their property as is. He said the conversation among the residents was different tonight; however, staff has been approached by residents in this area seeking options to build office or retail on their property because that is how hurt they feel their property value is by the City park, high school, charter school, Station Park, and the freeway. He said it is challenging because it seems there is a wide span of desires for this area among the property owners. **Alex Leeman** said he feels this area is very unique because it was once on the outskirts of town; however, it is now located right in the middle of town. He said he is against any sort of retail or other commercial use for this area; he feels the City park should be surrounded by residential.

**Connie Deianni** said she feels her concerns have been well stated. She said she does not feel anyone objects to residential for this property, but that most object to this amount of density. She said she does not agree that this property should be ½-acre lots, especially as it was pointed out that the freeway is the largest neighbor to this property. She said she understands people do not seek to live next to a freeway; however, she feels there should be a happy medium between larger lots and what is being proposed. She said she does not know how many lots should be removed, but she also recognizes that the Commission could have been more specific at the last meeting so the applicant would have had more information to take back to the drawing board.

**Alex Leeman** said he is not bothered by the density. He said he feels it is an important element of City Planning to offer something for everyone. He said the City has many ¼ acre lots, but very little smaller lots like what is being proposed. He feels there is a demand for smaller lots, and that it brings a little diversity to the community. **Kent Hinckley** said that he is certain the smaller lots would sell very quickly, but he feels the smaller lots in this area are misplaced because of the other lot sizes surrounding it.

**Roger Child** said that he lives in downtown Farmington, and that he is currently living in his second home within the old town area of the City. He said something he loves about his neighborhood is the huge diversity of property types within a short radius of where he lives. He said there is a wide mix of people from newly marrieds, retirees, families with kids, and more. He feels it makes for a well-balanced neighborhood. He feels having a neighborhood so uniform means the same demographic moves in and out during a similar life cycle. He feels having a wide diversity of people and situations is the ideal place to live, which is why he loves living in the old town of Farmington.

**Rebecca Wayment** said she does not disagree that the small lots would sell fast. She said she often watches the real estate, and Farmington has some of the lowest number of houses on the market at any given time. She said she knows it is difficult to find lots, and that she does feel like there needs to be a place for everyone, but she disagrees that larger lots would be harder to sell. She said she would like to see affordable housing come to the City, but wants to see it in the right location and configuration to also meet the City's needs.

**Heather Barnum** said she also echoes the City Manager's comment, as was mentioned by the applicant **Randy Rigby**. City Manager Dave Millheim said the City does not want open space for the sake of open space. She said she would like to see the open space maximized to make the most out of the development. She expressed concern regarding the detention basin, and if it is being added just to fulfill the open space requirement. **Randy Rigby** clarified that the detention basin is required for water retention for the development. **Heather Barnum** pointed out that the applicant is still only meeting 13% of the open space requirement, and obtaining a waiver for the additional 7% open space required for a

density bonus. **David Petersen** reminded the Commission that the City has never not qualified detention basins to meet an open space requirement. **Heather Barnum** expressed concern that the applicant is not willing to provide more “breathing room” within the development with additional open space or larger lots. **Alex Leeman** asked **Heather Barnum** if she is in favor of the rezone then, but not the schematic plan. **Heather Barnum** said she does not disagree that a rezone will happen, but she does not want to recommend a rezone without a plan that makes sense. She said she feels this property will remain residential, and not commercial, but she would like to see a plan that meets the needs of the City. She also said she is not bothered by a waiver for the open space; however, she would like to see more space for the homes.

The commissioners discussed possible findings if a recommendation for denial is made. **David Petersen** said the Commission can craft findings during this meeting, or make a recommendation for denial and staff presents the findings at the next meeting to ensure the findings are well articulated. He said the applicant may still go before the City Council at the first meeting in November so the findings would be approved before that time. **Bret Gallacher** asked for clarification on the applicant’s options if a recommendation for denial is made by the commission. **David Petersen** said the applicant can withdraw his application, he can take the recommendation for denial and still present to the City Council, or he can revise his plans and come back before the Planning Commission seeking a recommendation for approval. He also added that if the applicant receives a denial for a rezone from the City Council, the applicant cannot make a request the same zone for one year.

The commissioners discussed the motion, and the feelings of each commissioner regarding it. The majority of the commissioners were in favor of recommending a denial of the motion; Commissioners **Alex Leeman** and **Roger Child** were in favor of recommending approval of the motion.

***Motion:***

**Kent Hinckley** made a motion that the Planning Commission recommends that the City Council deny this proposal and that staff will propose adopted findings for denial for the Planning Commission’s consideration at the next Planning Commission meeting on October 19, 2017. **Rebecca Wayment** seconded the motion. Commissioners **Connie Deianni**, **Bret Gallacher**, **Kent Hinckley** and **Rebecca Wayment** voted in favor of the motion; Commissioners **Roger Child** and **Alex Leeman** voted to deny it. The motion passes on a 4-2 vote.

**OTHER**

**Item #4. Miscellaneous: a) Brock Johnston / Rainey Homes – Applicant is requesting special exception approval to exceed the height requirement of a main building for property located at 537 Daniel Drive in an AE (Agriculture Estates) zone. (M-5-17)**

**David Petersen** said there is a middle portion of the proposed roof that exceeds the height requirement of a main building. He said if the proposed gable was straight across, the applicant would have met the height requirement with ease, but with a pitched gable, the height limit is exceeded. He said a home with the same plans has been approved in the neighborhood. He also pointed out that the part that exceeds the height limit is in the center of the home, adds architectural appeal, and does not appear to be higher than the front of the home. Staff is recommending approval of the special exception.

**Heather Barnum** asked if the applicant will continue to use this plan, and if the Commission should plan to see many more special exception requests regarding the issue. **David Petersen** said the

area of the home that exceeds the limit is only a middle feature. He said it might be something to be addressed with a text amendment, but that would take several months to consider. He said a special exception would allow the developer to move forward on this home right now. **Bret Gallacher** asked how a text amendment could be included on something that exceeds the height requirement in only one spot, but that still looks like it meets the requirement. **David Petersen** said the text could be tweaked regarding the “step down provision” that gives flexibility to builders regarding the height requirements.

**Alex Leeman** reviewed the standards to consider for special exceptions. He felt this request meets those standards as it is not detrimental to the health, safety, and general welfare of the community, does not impact traffic, and is located on a lot that can accommodate the request.

**Brock Johnston**, Syracuse, said he appreciated being able to listen to all of the discussion regarding the Mountain View PUD Subdivision. He said Rainey Homes is interested in similar type developments. He said the main reason for larger homes on smaller lots is because people cannot afford to purchase a \$300,000 ½-acre lot in Farmington because the end product could easily be a home valued over a million dollars. He said building on larger lots very quickly prices out many people that are interested in the area. He said people would like to purchase “cute,” well-designed homes, so building on smaller lots allows this to be possible. He said with regards to the special exception he is seeking, he could easily flatten the portion of the roof that exceeds the height requirements; however, it would drastically change the architectural integrity of the home. He said Rainey Homes takes pride in building nicer looking homes, and wants to preserve that look. He said long-term, he could see a similar building on a smaller lot. He said there is a huge demand for people that want to live in Farmington. He reiterated **David Petersen’s** suggestion to amend the text amendment to allow for leniency when a small portion of the roof exceeds the height requirements. He also mentioned that they would like to have the ability to build this home more often, so a text amendment would help meet their needs in order to do so without having to request a special exception each time.

**Heather Barnum** asked about the size of the lot that this home is being proposed on, and if the height will be obstructing any view. **Brock Johnston** said the lot size is 0.28 acres, and that the home will be on the corner facing west. The home adjacent to it faces south so no view will be obstructed.

**Rebecca Wayment** said she really likes the way the home looks, and is a fan of the 2-story homes. She referenced a home in a nearby community, and wondered if this home will be similar in size. **Brock Johnston** said the home being referenced is larger than the proposed home being presented for the special exception. He said the proposed home roofline goes up higher, but that is a result of a steeper roof pitch and not a taller home.

***Motion:***

**Alex Leeman** made a motion that the Planning Commission approve the special exception, subject to all applicable Farmington City ordinances and development standards and the following condition: the application only applies to an adjustment of the fixed dimension related to a height increase up to 32’. **Bret Gallacher** seconded the motion, which was unanimously approved.

**Findings for Approval:**

1. The proposed special exception is desirable in that it allows for the highest and best use of a property.
2. An identical home has been built in Miller Meadows and is a good fit for the neighborhood.

3. Because the tallest point of the roof is stepped back from the front façade of the home, the height increase is largely unnoticeable from the street.
4. The proposed special exception is not detrimental to the health, safety, or general welfare of the persons residing or working in the vicinity.
5. The proposed special exception does not create unreasonable traffic hazards, and Lot 603 of the Miller Meadows Subdivision, where the special exception is to be located is sufficient in size to accommodate the use.

**Item #4. Miscellaneous: b) Farmington Rock Discussion**

David Petersen said staff was hoping to collect all surveys back, but a few are still outstanding by members of the City Council and the Historic Preservation Commission. The commissioners discussed their upcoming schedules to ensure as many people as possible would be in attendance for the discussion. It was settled that a special meeting would be held on October 12, 2017 to discuss Farmington Rock.

**ADJOURNMENT**

***Motion:***

At 10:06 p.m., Alex Leeman made a motion to adjourn the meeting, which was unanimously approved.

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**Heather Barnum**  
**Chair, Farmington City Planning Commission**

## CITY COUNCIL AGENDA

For Council Meeting:  
November 7, 2017

**S U B J E C T: West Davis Corridor Scenic By-way Designation Resolution of Support**

### **ACTION TO BE CONSIDERED:**

Approve the enclosed resolution supporting the extension of the Great Salt Lake Legacy Parkway Scenic By-way and renaming it The Great Salt Lake Scenic By-way.

### **GENERAL INFORMATION:**

See staff report prepared by David Petersen, Community Development Director.

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: David E. Petersen, Community Development Director

Date: November 7, 2017

SUBJECT: **WDC SCENIC BY-WAY DESIGNATION RESOLUTION  
OF SUPPORT**

### RECOMMENDATION

Approve the enclosed resolution supporting the extension of the Great Salt Lake Legacy Parkway Scenic Byway and renaming it The Great Salt Lake Scenic Byway.

### BACKGROUND

Councilman Brigham Mellor is leading an effort to designate the WDC, which recently received a Record of Decision, as a state scenic byway by extending the Legacy Parkway Scenic Byway designation north to incorporate the entire corridor and the Antelope Island Causeway (see attached map). The Legacy Scenic Byway Committee is fully behind such an action, and it is anticipated that each of the South Davis County cities will also support adoption of the same. If approved by the City Council, Farmington may be one of the first municipalities to pass a resolution in support of the designation. The timing of the proposed designation and the hoped for approval is similar to what was done for the Legacy Highway. That is, the state designated the Legacy Parkway a scenic byway before its construction, but after the ROD. Findings for approval are set forth in the "whereas" section of the resolution.

Respectively Submitted

David Petersen  
Community Development Director

Review and Concur

Dave Millheim  
City Manager

Resolution \_\_\_\_\_

**A RESOLUTION SUPPORTING THE EXTENSION OF THE GREAT SALT LAKE  
LEGACY PARKWAY SCENIC BYWAY AND RENAMING IT THE GREAT SALT LAKE  
SCENIC BYWAY**

**WHEREAS,** On May 16, 2002 the Legacy Parkway was designated as a scenic byway by the Utah State Scenic Byway Committee; and

**WHEREAS,** The Construction of West Davis Corridor provides an opportunity to extend the Great Salt Lake Legacy Parkway Scenic Byway northward providing direct access to the Great Salt Lake and Antelope State Park from the byway; and

**WHEREAS,** The close proximity of the Great Salt Lake and Antelope Island to the West Davis Corridor provides the natural and scenic intrinsic values qualifying the corridor to be designated as a scenic byway; and

**WHEREAS,** It is beneficial to Davis County and the communities therein to showcase the natural and scenic values of the Great Salt Lake and Antelope Island to tourists and others traveling through the County; and

**WHEREAS,** The scenic byway designation is consistent with the goals and policies of the Farmington City General Plan and the City's efforts over the past several years to establish large conservation easements adjacent to the Great Salt Lake to preserve the lakes natural and other intrinsic values embraced by the community; and

**WHEREAS,** The designation fully integrates and is very compatible with the City's vision whereby it established an extensive existing trail network along the lake shore connecting the lake and the Farmington Bay Waterfowl Management Area to all parts of the community including a greater regional trail network linking Farmington to other areas of the County.

**NOW, THEREFORE, BE IT RESOLVED THAT THE FARMINGTON CITY COUNCIL  
SUPPORTS THE EXTENSION OF THE GREAT SALT LAKE LEGACY PARKWAY SCENIC  
BYWAY NORTH TO INCLUDE THE WEST DAVIS CORRIDOR AND ANTELOPE DRIVE  
WEST FROM THE WEST DAVIS CORRIDOR ACROSS THE CAUSEWAY TO ANTELOPE  
ISLAND AND FURTHER SUPPORTS RENAMING THE GREAT SALT LAKE LEGACY  
PARKWAY SCENIC BYWAY TO THE GREAT SALT LAKE SCENIC BYWAY.**

**PASSED AND ADOPTED BY THE CITY COUNCIL OF FARMINGTON, STATE OF  
UTAH, ON THIS 7<sup>TH</sup> DAY OF NOVMEBER, 2017.**

**By:** \_\_\_\_\_

H. James Talbot, Mayor

**Attest:** \_\_\_\_\_

Holly Gadd, City Recorder





## CITY COUNCIL AGENDA

For Council Meeting:  
November 7, 2017

### **S U B J E C T: Minute Motion Approving Summary Action List**

1. Approval of Minutes from October 17, 2017
2. Comcast Television Franchise Agreement

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.

## FARMINGTON CITY COUNCIL MEETING

October 17, 2017

### WORK SESSION

*Present: Mayor Jim Talbot; Councilmembers John Bilton, Doug Anderson, Brigham Mellor, Brett Anderson; City Manager Dave Millheim, City Development Director David Petersen, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden*

*Excused: Councilmember Cory Ritz*

### UTOPIA

**Dave Millheim** invited UTOPIA to the work session to discuss their services. Residents have expressed interest recently when the Davis County School District was being connected to UTOPIA and the City provided permission to right of way access. In exchange for the access, the City offices will have UTOPIA services provided. **Dave Millheim** noted that with the plans for a business park in the near future, upgraded infrastructure and in particular fiber internet will need to be in place.

**Roger Timmerman**, Executive Director of UTOPIA presented information related to the company's history, current activities and proposed involvement with Farmington City. **Kim McKinley**, Marketing Manager and **Kurt Sudweeks**, Chief Financial Officer were also present to answer questions.

**Roger Timmerman** acknowledged that UTOPIA has struggled to overcome the challenges from its initial startup in May of 2002. Bonds were secured in 2004, but revenues lagged and the company had higher expenses as it built the backbone which includes fiber from Idaho to Vegas and connectivity in a number of Wasatch Front Cities. UTA was created during a management restructuring and has utilized additional bonds to grow its business model and achieve stability and sustainability. UTOPIA owns and manages the infrastructure, but leases the lines to private Internet Service Providers, who then deliver services to subscribers.

For UTOPIA to provide services to Farmington City, the City would enter into an agreement with UTOPIA. As long as subscriptions are above 30%, the City does not have an obligation to UTOPIA other than to approve access to the right of ways. If the "take rate" is below 30% then the City would have financial obligations to UTOPIA for operations/maintenance and debt repayment costs. UTOPIA is willing to conduct a community survey, to engage with residents and to determine if the potential subscription rate is feasible.

Councilmember **Brigham Mellor** questioned the role of government in assuming the risk for the service and then being put in a position to market UTOPIA to its residents. He noted that the demand for better internet service is high.

**Dave Millheim** suggested that UTOPIA should be invited to a future work session to answer additional questions from the Council.



## **REGULAR SESSION**

*Present: Mayor Jim Talbot; Councilmembers John Bilton, Doug Anderson, Cory Ritz, Brigham Mellor, Brett Anderson; City Manager Dave Millheim, City Development Director David Petersen, City Planner Eric Anderson, City Recorder Holly Gadd, and Recording Secretary Tarra McFadden*

*Excused: Councilmember Cory Ritz*

### **CALL TO ORDER:**

Mayor **Jim Talbot** called the meeting to order at 7:03 p.m.

### **Roll Call (Opening Comments/Invocation/Pledge of Allegiance)**

The invocation was offered by Councilmember **Doug Anderson** and the Pledge of Allegiance was led by **Carter Bone** from Boy Scout Troop 534,

**Ethan Baer**, Youth City Councilmember member introduced himself. He is part of the Viewmont High School Graduating Class of 2019. He has enjoyed meeting new friends, service projects, and helping with Festival Days while being a part of the Youth City Council.

### **PRESENTATIONS:**

#### **Present Huntsman with check from Charity Bike Race**

Mayor **Jim Talbot**, Parks and Recreation Director **Neil Miller** and Motorcycle Race Chair **Cyrrena Welch** presented **Sally Montgomery** of the Huntsman Cancer Foundation with a check from the Charity Bike Race. The race, part of Festival Day activities, raised \$3,842.18 to benefit Cancer research. Through the donations collected from the race, Farmington City has donated more than \$10,000 over the past five years.

#### **Introduction of New Police Officer and Administration of Oath of Office**

Police Chief **Wayne Hansen** introduced the new Police Officer **Jeremy Horne**. Officer Horne previously worked for the Utah Highway Patrol. He has two children with his wife, who is a police officer for Bountiful City. His father is a retired Utah Highway Patrol officer. He is a skilled instructor and brings depth and experience to his new posting. The move to Farmington has exceeded his expectations and he is happy to be serving Farmington City.

**Holly Gadd** administered the Oath of Office.

#### **Introduction of New Police Dog and Administration of Oath of Office**

Police Chief **Wayne Hansen** introduced the new K9 officer, **Riso**. **Wayne Hansen** thanked Right Hand K9 for donating the dog and related training to the City. **Lt. Snyder** worked with **Jeremy Varela** of Right Hand K9 to bring the dog to the City. **Jeremy Varela** introduced his team of trainers, groomers, and administrative staff. **Wayne Hansen** presented them with a plaque to thank them for their generous donation.

Officer **Cannon Heslop** has been assigned to work with Riso and has done an exceptional job during the training.

#### **SUMMARY ACTION:**

1. Approval of Minutes from September 19, 2017
2. Approval of Minutes from October 3, 2017
3. Poll Workers for Upcoming Elections
4. Resolution regarding Overtime and On Call Pay
5. Amended Agreement with Robinson Waste
6. Resolution Recognizing October 1<sup>st</sup> as a Memorial Day for the Victims of Las Vegas Shooting
7. Real Estate Purchase Agreement for .5 Acre Undeveloped Lot Located at 314 South 650 West for Future Park Property

Councilmember **Brett Anderson** questioned whether or not approving the Resolution Recognizing October 1st as a Memorial Day for the Victims of Las Vegas Shooting would set a precedent for future events, or lessen what has happened to victims of other events. The Council determined that this was a request from a student to pass the resolution, and each resolution can be reviewed on a case-by-case basis.

#### ***Motion:***

**Brett Anderson** moved, with a second from Councilmember **Doug Anderson**, to approve summary action item 1 through 7 as contained in the staff report.

The motion was approved unanimously.

#### **OLD BUSINESS:**

##### **Thank You Program to Residents for Road Project**

City Manager **Dave Millheim** shared that the road project has caused a lot of inconvenience and mess for surrounding residents. It is an important project that will provide updated infrastructure and new sidewalks in advance of the opening of the new high school. **Dave Millheim** previously discussed with the Council an option to provide impacted residents with a small thank you for enduring the project. This thank you program was conceived by staff and informally approved by the City Council. **Brigham Mellor** suggested that the thank you program should be revisited after the election so it is not viewed as unfairly influencing voters.

#### ***Motion:***

**Brett Anderson** moved, with a second from Councilmember **John Bilton** to table the item until the November 21, 2017 City Council Meeting.

The motion received unanimous support.

#### **GOVERNING BODY REPORTS:**

## **City Manager Report**

**Dave Millheim** noted that Fire crews from Farmington, Layton and Syracuse were on standby to assist in the firefighting efforts in California. The activities would be 100% reimbursable, and Chief **Guido Smith** committed to not short-staffing the City. Only off-duty firefighters would be asked to help with the efforts.

## **Mayor Talbot & City Council Reports**

### **Councilmember Doug Anderson**

**Doug Anderson** shared that Café Rio has a scheduled ribbon cutting for October 25<sup>th</sup>. **Holly Gadd** will email additional date and time information about the opening.

The ribbon cutting for the outdoor basketball courts with the Jazz was an exciting event which was well attended.

### **Councilmember Brett Anderson**

**Brett Anderson** reported that the trails committee agreed that riders should be required to clean up after horses. As a measure of good will, it was suggested that the horse trail on the north side could be made more accessible either with a lockbox on the gate, or widening the existing gate. **Dave Millheim** asked that further discussion be had with the trails committee to achieve an agreeable solution.

### **Councilmember Brigham Mellor**

**Brigham Mellor** presented information related to the scenic byway designation for the West Davis Corridor. Initial discussions have estimated that it will cost roughly \$30,000 to prepare the proposal to the scenic byway committee to amend the Legacy Highway designation to include the West Davis Corridor. This includes costs related to the hiring of a lobbyist.

**Jim Talbot** suggested that the COG be approached to support the efforts and bear the costs as all cities will benefit.

**Brigham Mellor** noted that a group of residents concerned about the expansion of Shepard Lane and 950 West would like to discuss the matter with the City. **Dave Millheim** noted that a meeting had been scheduled for October 30, from 3-4:30 p.m. to discuss creating a two lane road with a center turn lane to prepare for future development and transportation needs.

### **Councilmember John Bilton**

No updates to report.

### **Mayor Jim Talbot**

Mayor **Jim Talbot** shared that Jeanna Reid, a Farmington resident, had been missing for two weeks. The Police Department is following a few leads and the Sheriff's Department will coordinate helicopters to conduct a search in the hills and Farmington Canyon. A more detailed search may be conducted beginning October 20.

**Jim Talbot** provided photos of similar horse designs that will be used in the roundabout near 1100 West.

## **ADJOURNMENT**

### ***Motion:***

At 8:03 p.m., **John Bilton** moved to adjourn the meeting.

DRAFT



# FARMINGTON CITY

H. JAMES TALBOT  
MAYOR

BRETT ANDERSON  
DOUG ANDERSON  
JOHN BILTON  
BRIGHAM N. MELLOR  
CORY R. RITZ  
CITY COUNCIL

DAVE MILLHEIM  
CITY MANAGER

## City Council Staff Report

To: Honorable Mayor and City Council

From: Dave Millheim, City Manager

Date: November 1, 2017

SUBJECT: **COMCAST TELEVISION FRANCHISE AGREEMENT**

### RECOMMENDATION

By minute motion approve the attached franchise agreement with Comcast Television.

### BACKGROUND

Comcast is a major provider of television services to Farmington residents. Comcast uses by permission via a franchise agreement City right of ways to deliver this services homes and businesses in Farmington. In exchange for use of our right of ways, Comcast pays the city franchise fees through customer bills. The franchise fee is 5% of the annual gross revenue associated with the Comcast accounts. In simplest terms, the franchise fee is a payment to the City for the rental and impacts to these right of ways. The agreement also covers service requirements, trenching, tree trimming, insurance and other related issues. This new agreement will last until October 2027 unless terminated earlier by the steps outlined in Section 7.7. The City has reviewed this agreement and also recommends its approval.

Respectfully Submitted

Dave Millheim  
City Manager



**CABLE TELEVISION FRANCHISE AGREEMENT  
BETWEEN FARMINGTON CITY, UTAH  
AND COMCAST OF WASATCH, INC.**

**2017**

This Franchise Agreement ("Franchise") is between Farmington City, Utah, hereinafter referred to as "the Franchising Authority" and Comcast of Wasatch, Inc., hereinafter referred to as "the Grantee." The Franchising Authority and the Grantee are referred to together as "the Parties."

The Franchising Authority hereby acknowledges that the Grantee has the financial, legal, and technical ability to provide services, facilities, and equipment necessary to meet the cable-related needs of the community, and having afforded the public adequate notice and opportunity for comment, desires to enter into this Franchise with the Grantee for the construction and operation of a Cable System on the terms set forth herein.

**SECTION 1**

**Definition of Terms**

**1.1 Terms.** For the purpose of this Franchise, the following terms, phrases, words, and abbreviations shall have the meanings ascribed to them below. When not inconsistent with the context, words used in the present tense include the future tense, words in the plural number include the singular number, and words in the singular number include the plural number:

- A. "Affiliate" when used in relation to any person, means another person who owns or controls, is owned or controlled by, or is under common ownership or control with, such person.
- B. "Basic Cable" is the lowest priced tier of Cable Service that includes the retransmission of local broadcast television signals.
- C. "Cable Act" means Title VI of the Communications Act of 1934, as amended.
- D. "Cable Services" shall mean (1) the one-way transmission to Subscribers of (a) video programming, or (b) other programming service, and (2) Subscriber interaction, if any, which is required for the selection or use of such video programming or other programming service.
- E. "Cable System" shall mean the Grantee's facility, consisting of a set of closed transmission paths and associated signal generation, reception, and control equipment that is designed to provide Cable Service which includes video programming and which is provided to multiple Subscribers within the Service Area.

- F. "FCC" means Federal Communications Commission or successor governmental entity thereto.
- G. "Franchise" means the initial authorization, or renewal thereof, issued by the Franchising Authority, whether such authorization is designated as a franchise, agreement, permit, license, resolution, contract, certificate, ordinance or otherwise, which authorizes the construction and operation of the Cable System within the Franchise Area.
- H. "Franchising Authority" means Farmington City, Utah, or the lawful successor, transferee, or assignee thereof.
- I. "Grantee" means Comcast of Wasatch, Inc. or the lawful successors, transferees, or assignees thereof.
- J. "Gross Revenue" means any and all revenue in whatever form, from any source, directly received by the Grantee or Affiliate of the Grantee, according to generally accepted accounting principles consistently applied, that would constitute a Cable Operator of the Cable System under the Cable Act, derived from the operation of the Cable System to provide Cable Services in any manner that requires use of the Public Ways in the Service Area. Gross Revenues include, but are not limited to, basic, expanded basic, and pay service revenues, revenues from installation, rental of converters, the applicable percentage of the sale of local and regional advertising time, and any leased access revenues.
- Gross Revenues do not include (i) revenue from sources excluded by law; (ii) revenue derived by Grantee from services provided to its Affiliates; (iii) late payment fees; (iv) charges other than those described above that are aggregated or bundled with amounts billed to Cable Service Subscribers such as charges for Broadband or Telephone services; (v) fees or taxes which are imposed directly on any Subscriber by any governmental unit or agency, and which are collected by the Grantee on behalf of a governmental unit or agency including the FCC User Fee; (vi) revenue which cannot be collected by the Grantee and are identified as bad debt, provided, that if revenue previously representing bad debt is collected, this revenue shall then at time of collection be included in Gross Revenues for the collection period; (vii) refundable deposits, investment income, programming launch support payments, or advertising sales commissions; and (viii) Internet services.
- K. "Non Standard Installation" means an installation where the drop line from the feeder cable to a building or premises exceeds one hundred twenty five (125) cable feet.
- L. "Person" means an individual, partnership, association, joint stock company, trust, corporation, or governmental entity but not the Franchising Authority.
- M. "Public Way" shall mean the surface of, and the space above and below, any public street, highway, freeway, bridge, land path, alley, court, boulevard, sidewalk, parkway, way, lane, public way, drive, circle, or other public right-of-way, including, but not limited to, public utility easements, dedicated utility strips, or rights-of-way dedicated for compatible uses and any temporary or permanent fixtures or improvements located thereon now or hereafter held by the Franchising Authority in the Service Area which shall entitle the Franchising Authority and the

Grantee to the use thereof for the purpose of installing, operating, repairing, and maintaining the Cable System. Public Way shall also mean any easement now or hereafter held by the Franchising Authority within the Service Area for the purpose of public travel, or for utility or public service use dedicated for compatible uses, and shall include other easements or rights-of-way as shall within their proper use and meaning entitle the Franchising Authority and the Grantee to the use thereof for the purposes of installing and operating the Grantee's Cable System over wires, cables, conductors, ducts, vaults, manholes, amplifiers, appliances, attachments, and other property as may be ordinarily necessary and pertinent to the Cable System

N. "Service Area" means the present boundaries of the Franchising Authority, and shall include any additions thereto by annexation or other legal means, subject to the exceptions in subsection 3.9.

O. "Standard Installation" is defined as 125 feet from the nearest tap to the Subscriber's terminal.

P. "Subscriber" means a Person who lawfully receives Cable Service of the Cable System with the Grantee's express permission.

## **SECTION 2**

### **Grant of Franchise**

**2.1 Grant.** The Franchising Authority hereby grants to the Grantee a nonexclusive Franchise which authorizes the Grantee to construct and operate a Cable System in, along, among, upon, across, above, over, under, or in any manner connected with Public Ways or Franchise Authority owned easements and/or rights of access to private property within the Service Area, and for that purpose to erect, install, construct, repair, replace, reconstruct, maintain, or retain in, on, over, under, upon, across, or along any Public Way such facilities and equipment as may be necessary or appurtenant to the Cable System. Grantee's right of access to Franchise Authority owned easements and/or rights of access to private property shall be subject to any noticing and/or permission requirements to private property owners that are mandated in said right of access or Franchise Authority owned easement.

**2.2 Other Ordinances.** The Grantee agrees to comply with the terms of any lawfully adopted generally applicable local ordinance, to the extent that the provisions of the ordinance do not have the effect of limiting the benefits or expanding the obligations of the Grantee that are granted by this Franchise. Neither party may unilaterally alter the material rights and obligations set forth in this Franchise. In the event of a conflict between any ordinance and this Franchise, the Franchise agreement shall control, provided however that the Grantee agrees that it is subject to the lawful exercise of the police power of the Franchising Authority.

Each and every term, provision or condition herein is subject to the provisions of State law, federal law, and City ordinances and regulations enacted pursuant thereto. Notwithstanding the

foregoing, the City may not unilaterally alter the material rights and obligations of Grantee under this Franchise.

## **2.3 Competitive Equity**

### **(A) Overview.**

The Grantee and the Franchising Authority acknowledge that there is increasing competition in the video marketplace among cable operators, direct broadcast satellite providers, telephone companies, broadband content providers and others; new technologies are emerging that enable the provision of new and advanced services to residents of the Franchising Authority; and changes in the scope and application of the traditional regulatory framework governing the provision of video series are being considered in a variety of federal, state and local venues. To foster an environment where video service providers using the public rights-of-way can compete on a competitively neutral and nondiscriminatory basis; encourage the provision of new and advanced services to the residents; promote local communications infrastructure investments and economic opportunities in the Franchising Authority; and provide flexibility in the event of subsequent changes in the law, the Grantee and the Franchising Authority have agreed to the provisions in this Section, and they should be interpreted and applied with such purposes in mind. Furthermore, if the Franchising Authority authorizes or permits a competitor to Grantee to operate within the Franchise Area, it shall do so on condition that such competitor or entity indemnify and hold harmless the Grantee for and against all costs and expenses incurred in strengthening poles, replacing poles, rearranging attachments, placing underground facilities, conducting inspections and generally in creating infrastructure improvements for the other entity.

### **(B) New Video Service Provider**

Notwithstanding any other provision in this Agreement or any other provision of law, if any Video Service Provider ("VSP") (i) enters into any agreement with the Franchising Authority to provide video services to subscribers in the Franchising Authority, or (ii) otherwise begins to provide video services to subscribers in the Franchising Authority (with or without entering into an agreement with the Franchising Authority), the Franchising Authority, upon written request of the Grantee, shall permit the Grantee to construct and operate its Cable System and to provide video services to subscribers in the Franchising Authority under the same agreement and/or under the same terms and conditions as apply to the new VSP. The Grantee and the Franchising Authority shall enter into an agreement or other appropriate authorization (if necessary) containing the same terms and conditions as are applicable to the VSP within sixty (60) days after the Grantee submits a written request to the Franchising Authority.

### **(C) No Written Agreement between Franchising Authority and Third Party VSP**

If there is no written agreement or other authorization between the new VSP and the Franchising Authority, the Grantee and the Franchising Authority shall use the sixty (60) day period to develop and enter into an agreement or other appropriate authorization (if necessary) that to the maximum extent possible contains provisions that will ensure competitive equity between the Grantee and other VSP's, taking into account the terms and conditions under which

other VSP's are allowed to provide video services to subscribers within the boundaries of the Franchising Authority.

(D) Effect of this Section on the Overall Agreement

Any agreement, authorization, right or determination to provide video services to subscribers in the Franchising Authority under any provision under this Section 2.3 shall supersede this Agreement, and the Grantee, at its option, may terminate this Agreement or portions thereof, upon written notice to the Franchising Authority, without penalty or damages.

(E) VSP Defined

The term "Video Service Provider" or "VSP" shall mean any entity using the public rights-of-way to provide multiple video programming services to subscribers, regardless of the transmission method, facilities, or technology used. A VSP shall include but is not limited to any entity that provides cable services, multichannel multipoint distribution services, broadcast satellite services, satellite-delivered services, wireless services, and Internet Protocol based services.

**2.4 Term.** The Franchise granted hereunder shall be for an initial term of Ten (10) years commencing on the effective date of the Franchise as set forth in subsection 8.6, unless otherwise lawfully terminated in accordance with the terms of this Franchise.

### **SECTION 3**

#### **Standards of Service**

**3.1 Conditions of Occupancy.** The Cable System installed by the Grantee pursuant to the terms hereof shall be located so as to cause a minimum of interference with the proper use of Public Ways and with the rights and reasonable convenience of property owners who own property that adjoins any of such Public Ways. All wires, conduits, cable, and other property and facilities of the Grantee constituting the Cable System shall be located, constructed, installed, and maintained so as not to endanger or unnecessarily interfere with usual and customary use, traffic, and travel upon the Public Right-of-Way. No Cable System shall be located where it will interfere with the rights of property owners or with gas, electric, or telephone fixtures, or with water hydrants or mains, sewer facilities, or any other service, utility or facility that benefits the Franchising Authority's or its resident's health, safety and welfare. Notwithstanding the grant of authority set forth in this Franchise, no Public Right-of-Way shall be used by Grantee if the Franchising Authority, in its sole discretion, determines that such use is inconsistent with the terms, conditions, or provisions by which such Public Right-of-Way was created or dedicated, or presently used. Nothing contained in this Franchise should be construed as granting to Grantee any rights whatsoever to the use of any private property other than use of any public utility easement. Any other right of access to private property shall not be granted except by express written permission from a property owner. In the event the Grantee's Cable System creates a hazardous or unsafe condition or an unreasonable interference with private property, then at its own expense, the Grantee shall voluntarily, or upon the request of the

Franchising Authority, remove that part of the Cable System that creates the hazardous condition or interference from the subject property.

**3.2 Excavation Permit Ordinance.** Grantee shall be required to obtain an Excavation Permit from the Franchising Authority prior to conducting or commencing any work within the Public Right-of-Way in accordance with applicable provisions of the Franchising Authority's Excavation Permit Ordinance, as set forth in Title 8, Chapter 5 as amended ("Excavations Ordinance"). All construction, installation, maintenance, operation, alteration, repair or reconstruction of the Cable System or any other work conducted or performed by Grantee shall comply with the Excavation Permit Ordinance and any Excavation Permit issued thereunder. Franchise Authority agrees to hold Grantee to the same terms and conditions for permits as applied to any other competitor to Grantee.

**3.3 Notification of Residents.** Grantee shall make reasonable best efforts to individually notify all residents affected by any proposed substantial construction, installation, alteration or work on the Cable System in writing prior to the commencement of that work provided that such prior notification will not unnecessarily delay repairs or restoration of existing services or slow expeditious remedy of unsafe conditions.

**3.4 Restoration of Public Ways.** If during the course of the Grantee's construction, operation, or maintenance of the Cable System there occurs a disturbance of any Public Way by the Grantee, Grantee shall replace and restore such Public Way at Grantee's expense to a condition reasonably comparable to the condition of the Public Way existing immediately prior to such disturbance.

**3.5 Relocation for the Franchising Authority.** Upon its receipt of reasonable advance written notice, to be not less than ten (10) business days, the Grantee shall at its own expense the Grantee shall protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way, any property of the Grantee when lawfully required by the Franchising Authority by reason of traffic conditions, public safety, street abandonment, freeway and street construction, change or establishment of street grade, installation of sewers, drains, gas or water pipes, power lines or other municipal utility infrastructure, or any other type of public structures or improvements which are not used to compete with the Grantee's services. In the event that Franchise Authority requests relocation efforts from Grantee for reasons not included in this paragraph, or for aesthetic reasons, then Franchise Authority agrees to pay all costs associated with relocation.

In the event of an emergency, the Franchising Authority shall notify the Grantee, who shall immediately respond to the emergency. Should the Grantee be unable to respond in a timely manner, the Franchising Authority shall take such action as is necessary to meet the emergency at the expense of Grantee, if such action by the Franchising Authority would otherwise have been at the expense of Grantee.

The Grantee shall in all cases have the right of abandonment of its property. If public funds are available to any person using such street, easement, or right-of-way for the purpose of defraying the cost of any of the foregoing, then the Franchising Authority shall make application for such funds on behalf of the Grantee.

**3.6 Relocation for a Third Party.** The Grantee shall, on the request of any Person holding a lawful permit issued by the Franchising Authority, protect, support, raise, lower, temporarily disconnect, relocate in or remove from the Public Way as necessary any property of the Grantee, provided: (A) the expense of such is paid by said Person benefiting from the relocation, including, if required by the Grantee, making such payment in advance; and (B) the Grantee is given reasonable advance written notice to prepare for such changes. For purposes of this subsection, "reasonable advance written notice" shall be no less than ten (10) business days in the event of a temporary relocation, and no less than one hundred twenty (120) days for a permanent relocation.

**3.7 Trimming of Trees and Shrubbery.** After obtaining the prior written consent of the Franchising Authority, such consent not to be unreasonably withheld, the Grantee shall have the authority to trim trees or other natural growth within or encroaching upon the Public Right-of-Way in order to construct, access and maintain the Cable System. The Grantee shall reasonably compensate the Franchising Authority for any damage caused by such trimming, or shall, in the Franchising Authority's sole discretion and at Grantee's own cost and expense, reasonably replace all trees or shrubs damaged as a result of any construction, access or maintenance of the Cable System undertaken by the Grantee. Grantee shall also comply with the restoration provisions and requirements of this Agreement in connection with any disturbance of or damage to public or private property caused by any trimming activities conducted by Grantee. The Grantee shall make a reasonable best effort, including written notice, to notify owners of property adjacent to trees that will be subject to significant trimming at least seventy-two (72) hours prior to doing the work. Grantee shall obtain the consent of private property owners to trim trees that are within or encroaching upon private property. As used herein, "significant trimming" is any trimming of trees beyond minor cuts that do not substantially change the aesthetic character of the tree or damage or injure the tree. All trimming and pruning of trees shall comply with the American National Standard for Tree Care Operation (ANSI A300), or comparable generally accepted compendium, and shall be conducted under the direction of an arborist certified with the International Society of Arboriculture.

**3.8 Safety Requirements.** Construction, operation, and maintenance of the Cable System shall be performed in an orderly and workmanlike manner. All such work shall be performed in substantial accordance with generally applicable federal, state, and local regulations and the National Electric Safety Code. The Cable System shall not endanger or unreasonably interfere with the safety of Persons or property in the Service Area.

**3.9 Aerial and Underground Construction.** Unless otherwise specifically provided herein, all facilities and equipment constituting Grantee's Cable System shall be installed underground. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing telephone communications and electronic services are underground, the Grantee likewise shall construct, operate, and maintain all of its transmission and distribution facilities underground. In those areas of the Service Area where all of the transmission or distribution facilities of the respective public utilities providing cable services, telephone communications, and electric services are above ground, the Grantee likewise may construct, operate and maintain its transmission and distribution facilities above ground. In those areas of the Service Area where the transmission or distribution facilities of the respective public utilities providing

telephone communications, and electric services are both aerial and underground, the Grantee shall consult with the City Engineer to determine whether the construction will be aerial or underground. Wherever possible depending on the season and the location, facilities shall be constructed and maintained underground. If the reason for not putting the facilities underground is seasonal, subject to Franchising Authority waiver as weather and other conditions may require, the Grantee shall make reasonable efforts to move such facilities underground as weather permits, but not later than June 30 of the next summer.

With respect to any cables, wires and other like facilities constructed and installed by Grantee above ground, the Grantee shall, at its sole cost and expense except as provided by law or entitlement, reconstruct and install such cables, wires or other facilities underground pursuant to any project under which the cables, wires or other like facilities of such utilities are placed underground within an area by all providers. The duty of the Grantee to place its cables, wires and other facilities underground shall arise only if all like facilities of utilities which are existing above ground are placed underground. For purposes of this Section, "like facilities" shall mean cable, telecommunications or electrical facilities and utilities.

Nothing herein shall be deemed to expressly or impliedly authorize the Grantee to construct or install poles or wire-holding structures within the Public Right-of-Way for purposes of placing cables, wires, lines or otherwise, without the written consent of the Franchising Authority. Such consent shall not be unreasonably withheld. Grantee may construct, operate, and maintain certain limited ground-mounted appurtenances such as subscriber taps, line extenders, system passive devices (splitters, directional couplers), amplifiers, power supplies, and pedestals above ground if existing technology reasonably requires, but shall be of such size and design and shall be so located as to minimize visual and physical impact on adjacent yards and landscapes insofar as it is technically and economically feasible and safe.

**3.10 Access to Open Trenches.** The Franchising Authority agrees to include the Grantee in the platting process for any new subdivision. At a minimum, the Franchising Authority agrees to require as a condition of issuing a permit for open trenching to any utility or developer that the utility or developer give the Grantee at least ten (10) days advance written notice of the availability of the open trench. Grantee shall negotiate with developer for payment of reasonable costs for such access.

**3.11 Build Out Discretion.** Nothing in this Agreement requires Grantee to build to all areas of the Franchise Authority. Grantee retains the discretion to determine the scope, location, and timing of the design and construction of its network, as well as the windows during which residential Subscribers may enroll for services, so long as such decisions are consistent with this Section. Grantee, at its sole discretion, may determine separately defined geographic areas within the Franchise Area where its System will be deployed, services will be offered, or facilities will be upgraded.

**3.12 Subscriber Charges for Extensions of the Cable System.** The Grantee may, at Grantee's discretion, extend the Cable System to Subscriber(s) in the Service Area if the Subscriber(s) are willing to share the capital costs of extending the Cable System. Specifically, in the event Grantee decides to extend the Cable System, the Grantee will contribute a capital amount equal to the construction cost per mile, multiplied by a fraction whose numerator equals the actual number of unserved residences per 1320 cable-bearing strand feet from the Grantee's



trunk or distribution cable, and whose denominator equals 15. Subscribers who request service hereunder shall bear the remaining cost to extend the Cable System on a *pro rata* basis. The Grantee may require that payment of the capital contribution in aid of construction borne by such potential Subscribers be paid in advance. Subscribers shall also be responsible for any non-Standard Installation charges to extend the Cable System from the tap to the residence.

**3.13 Cable Service to Public Buildings.** Franchising Authority acknowledges that complimentary services reflect a voluntary initiative on the part of Grantee. Grantee does not waive any rights it may have regarding complimentary services under federal law or regulation. Subject to applicable law, should Grantee elect to offset governmental complimentary services against franchise fees, Grantee shall first provide Franchising Authority with ninety (90) days' prior notice. The Grantee, upon request, shall provide without charge, a Standard Installation and one outlet of Basic Cable to those administrative buildings owned and occupied by the Franchising Authority, fire station(s), sheriff sub-station(s), and K-12 public school(s) that are passed by its Cable System. The Cable Service provided shall not be distributed beyond the originally installed outlet without authorization from the Grantee. The Cable Service provided shall not be used for commercial purposes, and such outlets shall not be located in areas open to the public. The Franchising Authority shall take reasonable precautions to prevent any use of the Grantee's Cable System in any manner that results in any loss or damage to the Cable System. The Franchising Authority shall hold the Grantee harmless from any and all liability or claims arising out of the provision and use of Cable Service required by this subsection. The Grantee shall not be required to provide an outlet to such buildings where a non-Standard Installation is required, unless the Franchising Authority or building owner/occupant agrees to pay the incremental cost of any necessary Cable System extension and/or non-Standard Installation. If additional outlets of Basic Cable are provided to such buildings, the building owner/occupant shall pay the usual installation and service fees associated therewith.

**3.14 Technical Standards.** The Grantee is responsible for insuring that the Cable System is designed, installed and operated in a manner that fully complies with FCC rules in Subpart K of Part 76 of Chapter I of Title 47 of the Code of Federal Regulations as revised or amended from time to time. As provided in these rules, the Franchising Authority shall have, upon request, the right to obtain a copy of tests and records required in accordance with appropriate rules but has no authority, pursuant to federal law, to enforce compliance with such standards.

**3.15 Emergency Use.** Grantee shall provide an operating Emergency Alert System ("EAS") throughout the term of this Franchise in compliance with FCC standards. Grantee shall test the EAS as required by the FCC. Upon request, the City shall be permitted to participate in and/or witness the EAS testing up to twice a year on a schedule formed in consultation with Grantee. If the test indicates that the EAS is not performing properly, Grantee shall make any necessary adjustment to the EAS, and the EAS shall be retested.

**3.16 Reimbursement of Costs.** If funds are available to any Person using the Public Way for the purpose of defraying the cost of any of the foregoing, the Franchising Authority shall reimburse the Grantee in the same manner in which other Persons affected by the requirement are reimbursed. If the funds are controlled by another governmental entity, the Franchising Authority shall make application for such funds on behalf of the Grantee.

**3.17 Customer Service Standards.** The Franchising Authority hereby adopts the customer service standards set forth in Part 76, § 76.309 of the FCC's rules and regulations, as amended. The Grantee shall comply in all respects with the customer service requirements established by the FCC.

**3.18 Fees and Charges to Customers** All rates, fees, charges, deposits and associated terms and conditions to be imposed by the Grantee or any affiliated Person for any Cable Service as of the Effective Date shall be in accordance with applicable FCC's rate regulations. Before any new or modified rate, fee, or charge is imposed, the Grantee shall follow the applicable FCC notice requirements and rules and notify affected Customers, which notice may be by any means permitted under applicable law.

**3.19 Customer Bills and Privacy** Customer bills shall be designed in such a way as to present the information contained therein clearly and comprehensibly to Customers, and in a way that (A) is not misleading and (B) does not omit material information. Notwithstanding anything to the contrary in Section 3.15 above, the Grantee may, in its sole discretion, consolidate costs on Customer bills as may otherwise be permitted by Section 622(C) of the Cable Act (47 U.S.C. 542(c)). The Grantee shall also comply with all applicable federal and state privacy laws, including Section 631 of the Cable Act and regulations adopted pursuant thereto.

## **SECTION 4**

### **Regulation by the Franchising Authority**

#### **4.1 Franchise Fee.**

A. Grantee shall pay to the Franchising Authority a franchise fee of five percent (5 %) of annual Gross Revenue (as defined in subsection 1.1 of this Franchise. In accordance with the Cable Act, the twelve (12) month period applicable under the Franchise for the computation of the franchise fee shall be a calendar year. Grantee shall not be compelled to pay any higher percentage of franchise fees than any other Video Service Provider providing services in the Franchise Area. The franchise fee payment shall be due quarterly and payable within forty five (45) days after the close of the preceding calendar quarter. Each payment shall be accompanied by a brief report prepared by a representative of the Grantee showing the basis for the computation.

B. **Limitation on Franchise Fee Actions.** The period of limitation for recovery of any franchise fee payable hereunder shall be three (3) years from the date on which payment by the Grantee is due.

C. The Franchising Authority agrees that all amounts paid by the Grantee as Franchise Fees may be passed through to customers and identified as a separate line item on the bill in accordance with 47 U.S.C 542 added to the price of Cable Services and collected from the Grantee's customers as "external costs" as such term is used in 47 C.F.R. 76.22. In addition, all

amounts paid as Franchise Fees may be separately stated on customers' bills as permitted in 47 C.F.R. 76.985.

**4.2 Rates and Charges.** The Franchising Authority may regulate rates for the provision of Basic Cable and equipment as expressly permitted by federal or state law.

**4.3 Renewal of Franchise.**

A. The Franchising Authority and the Grantee agree that any proceedings undertaken by the Franchising Authority that relate to the renewal of the Grantee's Franchise shall be governed by and comply with the provisions of Sections 546 and 626 of the Cable Act.

B. In addition to the procedures set forth in said Sections 546 (a) and/or 626(a), the Franchising Authority agrees to notify the Grantee of all of its assessments regarding the identity of future cable-related community needs and interests, as well as the past performance of the Grantee under the then current Franchise term. The Franchising Authority further agrees that such assessments shall be provided to the Grantee promptly so that the Grantee has adequate time to submit a proposal under Section 626(b) of the Cable Act and complete renewal of the Franchise prior to expiration of its term.

C. Notwithstanding anything to the contrary set forth in this subsection 4.3, the Grantee and the Franchising Authority agree that at any time during the term of the then current Franchise, while affording the public appropriate notice and opportunity to comment, the Franchising Authority and the Grantee may agree to undertake and finalize informal negotiations regarding renewal of the then current Franchise and the Franchising Authority may grant a renewal thereof.

D. The Grantee and the Franchising Authority consider the terms set forth in this subsection 4.3 to be consistent with the express provisions of Sections 546 and 626 of the Cable Act.

**4.4 Conditions of Sale.** If a renewal or extension of the Grantee's Franchise is denied or the Franchise is lawfully terminated, and the Franchising Authority either lawfully acquires ownership of the Cable System or by its actions lawfully effects a transfer of ownership of the Cable System to another party, any such acquisition or transfer shall be at the price determined pursuant to the provisions set forth in Section 547 and 627 of the Cable Act.

The Grantee and the Franchising Authority agree that in the case of a final determination of a lawful revocation of the Franchise, the Grantee shall be given at least twelve (12) months to effectuate a transfer of its Cable System to a qualified third party. Furthermore, the Grantee shall be authorized to continue to operate pursuant to the terms of its prior Franchise during this period. If, at the end of that time, the Grantee is unsuccessful in procuring a qualified transferee or assignee of its Cable System which is reasonably acceptable to the Franchising Authority, the Grantee and the Franchising Authority may avail themselves of any rights they may have pursuant to federal or state law. It is further agreed that the Grantee's continued operation of the

Cable System during the twelve (12) month period shall not be deemed to be a waiver, nor an extinguishment of, any rights of either the Franchising Authority or the Grantee.

**4.5 Transfer of Franchise.** The Grantee's right, title, or interest in the Franchise shall not be sold, transferred, assigned, or otherwise encumbered, other than to an entity controlling, controlled by, or under common control with the Grantee, without the prior consent of the Franchising Authority, such consent not to be unreasonably withheld. No such consent shall be required, however, for a transfer in trust, by mortgage, by other hypothecation, or by assignment of any rights, title, or interest of the Grantee in the Franchise or Cable System in order to secure indebtedness. Within thirty (30) days of receiving a request for transfer, the Franchising Authority shall notify the Grantee in writing of any additional information it reasonably requires to determine the legal, financial and technical qualifications of the transferee. If the Franchising Authority has not taken action on the Grantee's request for transfer within one hundred twenty (120) days after receiving such request, consent by the Franchising Authority shall be deemed given.

**4.6 Approval of Construction by City; Inspection.** Except for service drops and all attachments to existing aerial facilities, Grantee shall not run any line, make any attachment, or commence any construction of any kind within Franchise Authority city limits without the prior approval of Franchise Authority. Such approval shall not be unreasonably withheld and action shall be taken on any request for approval within six (6) business days of receipt of the request, or it shall be deemed granted. Grantee shall be able to make emergency repairs to the cable system as is needed.

## **SECTION 5**

### **Oversight and Regulation by Franchise Authority**

**5.1 Books and Records.** The Grantee agrees that the Franchising Authority, upon thirty (30) days written notice to the Grantee, may review such of its books and records at the Grantee's business office, during normal business hours and on a nondisruptive basis, as is reasonably necessary to ensure compliance with the terms of this Franchise. Such notice shall specifically reference the Section of the Franchise which is under review, so that the Grantee may organize the necessary books and records for easy access by the Franchising Authority. Alternatively, if the books and records are not easily accessible at the local office of the Grantee, the Grantee may, at its sole option, choose to pay the reasonable travel costs of the Franchising Authority's representative to view the books and records at the appropriate location. The Grantee shall not be required to maintain any books and records for Franchise compliance purposes longer than three (3) years. Notwithstanding anything to the contrary set forth herein, the Grantee shall not be required to disclose information which it reasonably deems to be proprietary or confidential in nature, nor disclose books and records of any affiliate which is not providing Cable Service in the Service Area. The Franchising Authority agrees to treat any information disclosed by the Grantee as confidential and only to disclose it to employees, representatives, and agents thereof that have a need to know, or in order to enforce the provisions hereof. The Grantee shall not be required to provide Subscriber information in violation of Section 631 of the Cable Act.

## **5.2 Franchise Fees Subject to Audit.**

**5.2.1.** Upon reasonable prior written notice, during normal business hours at Grantee's principal business office, the Franchising Authority shall have the right to inspect the Grantee's financial records used to calculate the Franchising Authority's franchise fees; provided, however, that any such inspection shall take place within two (2) years from the date the Franchising Authority receives such payment, after which period any such payment shall be considered final.

**5.2.2.** Upon the completion of any such audit by the Franchising Authority, the Franchising Authority shall provide to the Grantee a final report setting forth the Franchising Authority's findings in detail, including any and all substantiating documentation. In the event of an alleged underpayment, the Grantee shall have thirty (30) days from the receipt of the report to provide the Franchising Authority with a written response agreeing to or refuting the results of the audit, including any substantiating documentation. Based on these reports and responses, the parties shall agree upon a "Finally Settled Amount." For purposes of this Section, the term "Finally Settled Amount(s)" shall mean the agreed upon underpayment, if any, to the Franchising Authority by the Grantee as a result of any such audit. If the parties cannot agree on a "Final Settlement Amount," the parties shall submit the dispute to a mutually agreed upon mediator within sixty (60) days of reaching an impasse. In the event an agreement is not reached at mediation, either party may bring an action to have the disputed amount determined by a court of law.

**5.2.3.** Any "Finally Settled Amount(s)" due to the Franchising Authority as a result of such audit shall be paid to the Franchising Authority by the Grantee within thirty (30) days from the date the parties agree upon the "Finally Settled Amount." Once the parties agree upon a Finally Settled Amount and such amount is paid by the Grantee, the Franchising Authority shall have no further rights to audit or challenge the payment for that period. The Franchising Authority shall bear the expense of its audit of the Grantee's books and records.

**5.3 Testing for Compliance.** The Franchising Authority may request Grantee perform technical tests of the Cable System during reasonable times and in a manner that does not unreasonably interfere with the normal business operations of the Grantee or the Cable System in order to determine whether or not the Grantee is in compliance with the terms hereof and applicable state or federal laws. Except in emergency circumstances, such tests may be undertaken only after giving the Grantee reasonable notice thereof, not to be less than five (5) business days, and providing a representative of the Franchising Authority an opportunity to be present during such tests. In the event that such testing demonstrates that the Grantee has substantially complied with such material provisions hereof: the cost of such testing shall be borne by the Franchising Authority. In the event that such testing demonstrates that the Grantee has failed to substantially comply with material provisions hereof, the cost of such testing shall be borne by the Grantee. The Franchising Authority agrees that such testing shall be undertaken no more than once a year without reasonable cause, including but not limited to customer

complaints or emergencies. The results of any testing conducted hereunder shall be made available in writing to the other party.

## **SECTION 6**

### **Insurance and Indemnification**

**6.1 Insurance Requirements.** Grantee shall maintain in full force and effect, at its own cost and expense, during the term of the Franchise or occupancy, a comprehensive form of general public liability insurance in a form substantially similar to the ISO approved comprehensive general liability policy, to be approved by the Franchising Authority, from a responsible insurance company with an A.M. Best rating of *A-9* or better (or a comparable rating by any other nationally recognized rating agency), licensed and authorized to do business in Utah, in an amount not less than of One Million Dollars (\$1,000,000) combined single limit per occurrence and Two Million Dollars (\$2,000,000) aggregate for bodily injury and property damage. The insurance policy or policies required to be obtained by the Grantee shall insure against and over any and all insurable liabilities, damages, claims and losses set forth in and covered by the indemnification and hold harmless provisions of Section 6.2, and shall include defense costs. The insurance policy or policies shall name as an additional insured the Franchising Authority, and in their capacity as such, its officers, agents, representatives and employees. Grantee shall provide a Certificate of Insurance to the Franchising Authority upon final execution of this Franchise evidencing coverage and compliance with the terms and conditions of this Franchise.

Additionally, the Grantee shall maintain in full force and effect, Automobile Liability insurance with limits of no less than \$500,000 combined single limit per accident for bodily injury and property damage. The insurance policy or policies required herein shall be non-cancellable except upon thirty (30) days prior written notice to the Franchising Authority. In no event shall insurance coverage be provided by the Grantee in amounts less than those set forth herein or less than federal or state statutory limits and requirements, including, but not limited to governmental immunity cap limits for municipal corporations, as set forth in *Utah Code Ann. §§ 63G-7-1 01, et seq.*, as amended. The Grantee shall increase the limits of such insurance to at least the amount of the Limitation of Judgments described in *Utah Code Ann. §§ 63G-7-101, et seq.*, as amended, of the Governmental Immunity Act of Utah, as calculated by the State risk manager every two years and stated in Utah Admin. Code R37-4-3, as amended. If the State of Utah authorizes a Grantee to self-insure, the Grantee may exercise its right to self-insure so long as the minimum insurance coverages described herein are met and maintained.

**6.2 Indemnification.** The Grantee agrees to indemnify, save and hold harmless, and defend the Franchising Authority, its officers, boards and employees, from and against any liability for damages and for any liability or claims resulting from property damage or bodily injury (including accidental death), which arise out of the Grantee's construction, operation, or maintenance of its Cable System, provided that the Franchising Authority shall give the Grantee written notice of its obligation to indemnify the Franchising Authority within ten (10) days of receipt of a claim or action pursuant to this subsection. Notwithstanding the foregoing, the Grantee shall not indemnify the Franchising Authority for any damages, liability or claims resulting from the willful misconduct or negligence of the Franchising Authority.

**6.3 Bonds & other Surety.** Except as expressly provided herein, the Grantee shall not be required to obtain or maintain bonds or other surety as a condition of being awarded the Franchise or continuing its existence. The Franchising Authority acknowledges that the legal, financial, and technical qualifications of Grantee are sufficient to afford compliance with the terms of the Franchise and the enforcement thereof. The Grantee and the Franchising Authority recognize that the costs associated with bonds and other surety may be ultimately borne by the Subscribers in the form of increased rates for Cable Services. Initially, no bond or other surety will be required. In order to minimize such costs, the Franchising Authority agrees to require bonds and other surety only in such amounts and during such times as there is a reasonably demonstrated need therefore. The Franchising Authority agrees that in no event shall it require a bond or other related surety in an aggregate amount greater than \$10,000, conditioned upon the substantial performance of the material terms, covenants, and conditions of the Franchise. In the event that one is required in the future, the Franchising Authority agrees to give the Grantee at least sixty (60) days prior written notice thereof stating the exact reason for the requirement. Such reason must demonstrate a change in the Grantee's legal, financial, or technical qualifications which would materially prohibit or impair its ability to comply with the terms of the Franchise or afford compliance therewith.

## **SECTION 7**

### **Enforcement and Termination of Franchise**

**7.1 Notice of Violation.** In the event that the Franchising Authority believes that the Grantee has not complied with the terms of the Franchise, the Franchising Authority shall informally discuss the matter with Grantee. If these discussions do not lead to resolution of the problem, the Franchising Authority shall notify the Grantee in writing of the exact nature of the alleged noncompliance.

**7.2 The Grantee's Right to Cure or Respond.** The Grantee shall have thirty (30) days from receipt of the notice described in subsection 7.1: (A) to respond to the Franchising Authority, contesting the assertion of noncompliance, or (B) to cure such default, or (C) in the event that, by the nature of default, such default cannot be cured within the thirty (30) day period, initiate reasonable steps to remedy such default and notify the Franchising Authority of the steps being taken and the projected date that they will be completed.

**7.3 Public Hearing.** In the event that the Grantee fails to respond to the notice described in subsection 7.1 pursuant to the procedures set forth in subsection 7.2, or in the event that the alleged default is not remedied within thirty (30) days or the date projected pursuant to 7.2 (C) above, if it intends to continue its investigation into the default, then the Franchising Authority shall schedule a public hearing. The Franchising Authority shall provide the Grantee at least ten (10) days prior written notice of such hearing, which specifies the time, place and purpose of such hearing, and provide the Grantee the opportunity to be heard.



**7.4 Enforcement.** Subject to applicable federal and state law, in the event the Franchising Authority, after the hearing set forth in subsection 7.3, determines that the Grantee is in default of any provision of the Franchise, the Franchising Authority may:

- A. Seek specific performance of any provision, which reasonably lends itself to such remedy, as an alternative to damages; or
  - B. Commence an action at law for monetary damages or seek other equitable relief;
- or
- C. In the case of a substantial default of a material provision of the Franchise, seek to revoke the Franchise in accordance with subsection 7.5.

**7.5 Revocation.** Should the Franchising Authority seek to revoke the Franchise after following the procedures set forth in subsections 7.1-7.4 above, the Franchising Authority shall give written notice to the Grantee of its' intent. The notice shall set forth the exact nature of the noncompliance. The Grantee shall have ninety (90) days from such notice to object in writing and to state its reasons for such objection. In the event the Franchising Authority has not received a satisfactory response from the Grantee, it may then seek termination of the Franchise at a public hearing. The Franchising Authority shall cause to be served upon the Grantee, at least thirty (30) days prior to such public hearing, a written notice specifying the time and place of such hearing and stating its intent to revoke the Franchise.

At the designated hearing, the Franchising Authority shall give the Grantee an opportunity to state its position on the matter, after which it shall determine whether or not the Franchise shall be revoked. The Grantee may appeal such determination to an appropriate court, which shall have the power to review the decision of the Franchising Authority *de novo*. Such appeal to the appropriate court must be taken within sixty (60) days of the issuance of the determination of the Franchising Authority.

The Franchising Authority may, at its sole discretion, take any lawful action which it deems appropriate to enforce the Franchising Authority's rights under the Franchise in lieu of revocation of the Franchise.

**7.6 Force Majeure.** The Grantee shall not be held in default under, or in noncompliance with, the provisions of the Franchise, nor suffer any enforcement or penalty relating to noncompliance or default, where such noncompliance or alleged defaults occurred or were caused by circumstances reasonably beyond the ability of the Grantee to anticipate and control. This provision includes work delays caused by waiting for utility providers to service or monitor their utility poles to which the Grantee's Cable System is attached, as well as unavailability of materials and/or qualified labor to perform the work necessary.

Furthermore, the parties hereby agree that it is not the Franchising Authority's intention to subject the Grantee to penalties, fines, forfeitures or revocation of the Franchise for violations of the Franchise where the violation was a good faith error that resulted in no or minimal negative impact on the Subscribers within the Service Area, or where strict performance would result in

practical difficulties and hardship to the Grantee which outweigh the benefit to be derived by the Franchising Authority and/or Subscribers.

**7.7 Termination by Grantee.** Notwithstanding any other provision of this Franchise Agreement, Grantee may terminate this Franchise with or without cause, six (6) months after giving Franchising Authority and Grantee's customers notice of Grantee's intent to terminate. Grantee shall retain the right to abandon its property in event of termination. The Grantee shall repair and restore all property, public or private, that is disrupted, damaged or destroyed as a result of Grantee's removal of any of its facilities.

## **SECTION 8**

### **Miscellaneous Provisions**

**8.1 Actions of Parties.** In any action by the Franchising Authority or the Grantee that is mandated or permitted under the terms hereof, such party shall act in a reasonable, expeditious, and timely manner. Furthermore, in any instance where approval or consent is required under the terms hereof, such approval or consent shall not be unreasonably withheld.

**8.2 Entire Agreement.** This Franchise constitutes the entire agreement between the Grantee and the Franchising Authority. Amendments to this Franchise shall be mutually agreed to in writing by the parties.

**8.3 Notice.** Unless expressly otherwise agreed between the parties, every notice or response required by this Franchise to be served upon the Franchising Authority or the Grantee shall be in writing, and shall be deemed to have been duly given to the required party when placed in a properly sealed and correctly addressed envelope: a) upon receipt when hand delivered with receipt/acknowledgment, b) upon receipt when sent certified, registered mail, or c) within five (5) business days after having been posted in the regular mail.

The notices or responses to the Franchising Authority shall be addressed as follows:

Farmington City  
C/O City Manager  
160 S. Main St.  
Farmington, UT 84025

The notices or responses to the Grantee shall be addressed as follows:

Comcast Cable Communications  
Attn: Government Affairs Dept.  
9602 South 300 West  
Sandy UT 84070

with a copy to:

Comcast Corporation  
Legal Department  
1701 John F Kennedy Blvd.  
Philadelphia PA 19103

The Franchising Authority and the Grantee may designate such other address or addresses from time to time by giving notice to the other in the manner provided for in this subsection.

**8.4 Descriptive Headings.** The captions to Sections and subsections contained herein are intended solely to facilitate the reading thereof. Such captions shall not affect the meaning or interpretation of the text herein.

**8.5 Severability.** If any Section, subsection, sentence, paragraph, term, or provision hereof is determined to be illegal, invalid, or unconstitutional, by any court of competent jurisdiction or by any state or federal regulatory authority having jurisdiction thereof, such determination shall have no effect on the validity of any other Section, subsection, sentence, paragraph, term or provision hereof, all of which will remain in full force and effect for the term of the Franchise.

**8.6 Effective Date.** The effective date of this Franchise is the 7<sup>th</sup> day of November, 2017 pursuant to the provisions of applicable law. This Franchise shall expire on the 7<sup>th</sup> day of November 2027 unless extended by the mutual agreement of the parties.

**8.7 Applicable Law.** The terms and conditions contained herein shall be interpreted according to the laws of the State of Utah, except where expressly preempted by federal law. The Parties agree that in any legal action taken under the terms of this Franchise venue shall lie exclusively within the State of Utah.

Considered and approved this 7<sup>th</sup> day of November 2017.

Farmington City

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Mayor Jim Talbot

ATTEST:

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Holly Gadd  
City Recorder

Accepted this \_\_\_\_ day of \_\_\_\_\_ 2017, subject to applicable federal, state and local law.

Comcast of Wasatch, Inc.

By: \_\_\_\_\_  
Title: \_\_\_\_\_

## CITY COUNCIL AGENDA

For Council Meeting:  
November 7, 2017

### **S U B J E C T: City Manager Report**

1. Police Monthly Activity Report for September
2. Storm Drainage Issue
3. Fiber Optic Survey

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



# Farmington City Police Department 2017 - Activity and Case load summary

	January	February	March	April	May	June	July	August	September	October	November	December
Total Case#	186	202	228	243	300	312	278	367	287			
Total Reports Officer	80	70	105	126	138	130	111	199	152			
Crime	79	96	95	89	134	154	122	134	104			
Accident	31	36	28	28	28	28	45	34	31			
Supp	45	29	48	63	46	57	58	37	48			
Citations	230	301	127	116	164	181	160	141	111			
Traffic	48	84	96	82	129	148	122	118	79			
Speed	15	25	25	26	25	21	25	11	18			
Parking	162	185	0	0	0	0	4	6	7			
Other	5	7	6	8	10	12	9	6	7			
Activities	1,987	1806	2241	2091	2863	2729	2897	3154	2889			
Total Hours	721	712	779	820	947	1034	975	930	925			
Avg/Activity (Min)	21	23	20	23	19	22	20	17	19			
Investigations Working	55	57	53	55	65	51	55	60	69			
# Reports	32	18	40	32	48	33	36	49	29			



## Farmington City Police Department 2017 - Summary Cont.

		AVG	YTD
<b>Cases</b>		267.00	2403
<b>Reports</b>	Officer	123.44	1111
	Crime	111.89	1007
	Accident	32.11	289
	Supp	47.89	431
<b>Citations</b>	Total	170.11	1531
	Traffic	100.67	906
	Speed	21.22	191
	Parking	40.44	364
	Other	7.78	70
<b>Activities</b>	Total	2517.44	22657
	Hours	871.44	7843
	Avg/Act	20.44	184
<b>Investigations</b>	Working	57.78	
	# Reports	35.22	317



## CITY COUNCIL AGENDA

For Council Meeting:  
November 7, 2017

**S U B J E C T: Mayor Talbot & City Council Reports**

1. Funding Request from Davis Technical College

NOTE: Appointments must be scheduled 14 days prior to Council Meetings; discussion items should be submitted 7 days prior to Council meeting.



*"Healthcare is one of the fastest growing industries which emphasizes the need for a new Allied Health Building on the Davis Tech campus. A new facility designed around and utilizing the latest technologies will be a great boon to the students entering the workforce and a tremendous asset to the employers seeking top notch skill sets."*

P. Bret Millburn

*Davis County Commissioner*

## Our Vision

Davis Technical College has long been a part of the tradition of caring in Davis County. For nearly forty years, we have trained and placed quality caregivers in the community we serve through programs in our School of Health Professions.

At Davis Technical College, we are building for the future of health care.

A new Allied Health Building will give students in this vital field the resources they need to become the best caregivers possible. A new building will give us the space we need to expand our programs, enroll additional students and continue to provide the technology and quality of instruction our industry partners have come to expect.

Join us in investing, not just in a place, but in those who will make it their life's work to turn our emergency rooms, hospitals, clinics and aging services into places of healing and recovery for our community.

For more information:  
[davistech.edu/foundation/allied-health-building](http://davistech.edu/foundation/allied-health-building)

Estimated cost:  
**\$35,696,525**  
**85,000 sq.ft.**



## Our Challenge

Despite the quality of Davis Tech's programs, the College's facilities are outdated, overcrowded, and inadequate to meet the needs. The classrooms have exceeded capacity, are dispersed both on and off campus, and we struggle to match industry technology in classrooms that weren't built for medical purposes. The situation will only worsen as the population grows, health care facilities expand and industry demand increases.

### DAVIS TECHNICAL COLLEGE SERVICE REGION



#### Healthcare Jobs

**31%**

Projected Increase  
by 2024<sup>1</sup>

Total Facilities in the Wasatch Front<sup>2</sup>

**2,413**

**Facilities Include:** Hospitals, Physicians/Clinics, Ambulatory Surgical and Emergency Centers, Dental Offices, Pharmacies and Nursing Care Facilities

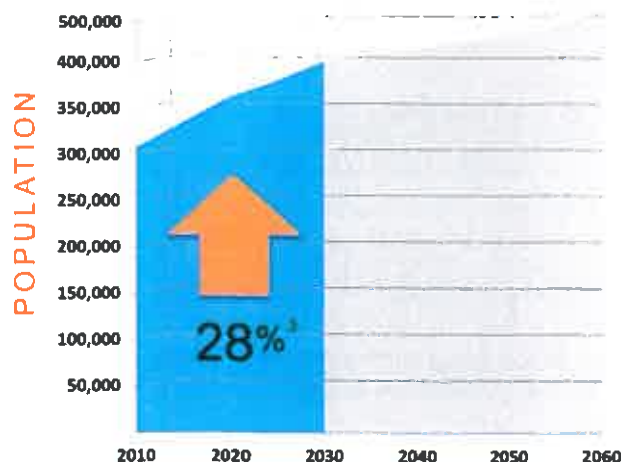
<sup>1</sup> Utah Department of Workforce Services. 10 year projection from 2014

<sup>2-3</sup> Utah Department of Workforce Services

<sup>1</sup> Utah Department of Workforce Services. 10 year projection from 2014

<sup>2-3</sup> Utah Department of Workforce Services

**3<sup>rd</sup> Largest**  
Populated County in Utah



### EPICENTER OF HEALTHCARE TRAINING WORKFORCE PIPELINE – Wasatch Front

Last year, **1,076** Davis Tech students participated in **externships and/or clinicals**, including these facilities:

- Intermountain Healthcare – McKay-Dee Hospital
- South Davis Community Hospital
- Primary Children's Medical Center
- University of Utah Medical Center
- Davis Hospital and Medical Center
- Ogden Regional Medical Center
- Lakeview Hospital
- Intermountain Medical Center
- LDS Hospital
- Salt Lake Regional Medical Center
- Huntsman Cancer Institute



#### NEW HEALTHCARE FACILITIES

##### Farmington Health Center

NOW OPEN - Approximately 200 Nurses and Medical Technicians

##### Layton Parkway

CLINIC NOW OPEN - Full Facilities Open 2018 - Approximately 310 Nurses and Medical Technicians

#### EXPANSION OF EXISTING HEALTHCARE FACILITIES

**Davis Hospital:** Women's Health Center, Emergency in Layton and Roy

**Intermountain Healthcare:** New Clinics in Kaysville and Syracuse, Expanding in Bountiful

**Specialty Hospital of Utah expansion:** Formerly South Davis Community Hospital

**Tanner Clinic:** New clinics in East Layton, Layton, Roy and Syracuse

**Ogden Clinic:** New clinics in Farmington, Layton and Bountiful

**Dental Clinics:** Major expansion of dental clinics in Davis County

**Lakeview Hospital:** ICU and Emergency Expansion





**DAVISTECH**  
DAVIS TECHNICAL COLLEGE

**Allied Health Building Donor Report  
September 30, 2017**

<b>Cash &amp; Pledges</b>	
George S. & Dolores Dore Eccles Foundation	\$250,000.00
Merit Medical/Fred Lampropoulos	\$250,000.00
Haven J. & Bonnie Rae Barlow Family Foundation	\$130,000.00
Larry H. & Gail Miller Family Foundation	\$125,000.00
Davis Technical College Foundation	\$114,000.00
Zions Bank	\$100,000.00
Sorenson Legacy Foundation	\$50,000.00
Layton City	\$30,000.00
Dr. & Mrs. Bruce Burtenshaw	\$10,000.00
Tanner Clinic	\$10,000.00
Dr. & Mrs. Grant Christian	\$10,000.00
Stewart Education Foundation	\$10,000.00
Dr. Raymond & Mrs. Beverly Ward	\$5,000.00
Dr. Jason Hoagland	\$5,000.00
Kaysville City	\$10,000.00
Lakeview Hospital Medical Executive Committee	\$5,000.00
Davis Technical College Employees	\$8,100.00
Ogden Clinic	\$3,000.00
Dr. & Mrs. Nadim Bakhazi	\$2,500.00
Earned Interest	\$8,100.00
<b>Total</b>	<b>\$1,135,700.00</b>
<b>Pending Requests &amp; Potential Donors</b>	
IASIS/Steward Healthcare	\$250,000.00
Intermountain Healthcare	\$100,000.00
Alan Hall	\$50,000.00
John E. Lindquist	\$50,000.00
Val A. & Edith Green Foundation	\$50,000.00
LDS Church Foundation	\$25,000.00
America First Credit Union	\$25,000.00
Garff Family	\$25,000.00
South Davis Community Hospital	\$2,500.00
Ogden Regional Medical Center	\$5,000.00
<b>Total</b>	<b>\$582,500.00</b>
<b>Total Donations &amp; Requests</b>	<b>\$1,718,200.00</b>



## DISPLACED PROGRAMS

ORIGINAL BUILDING – 4 HEALTHCARE PROGRAMS – Now there are 11 Healthcare Programs



**#1** Priority of



**Ranked #3**

by the  
**Utah State Building Board**

This is the highest ranked educational building in the state.

Top Priority of the  
**Davis Chamber of Commerce**

Priority of the  
**Northern Utah Chamber Coalition**

Includes 5 Chambers from Davis County to Logan

## ENROLLMENT CAPACITY VS. DEMAND

	ANNUAL ENROLLMENT	CAPACITY IN NEW BUILDING	PROJECTED INDUSTRY GROWTH
DENTAL ASSISTING	95	143	30%
EMERGENCY MEDICAL TECHNICIAN	137	206	34%
FIREFIGHTER	37	56	23%
HEALTH INFORMATION TECHNOLOGY	117	176	32%
MEDICAL ASSISTING	113	226	31%
NURSE ASSISTANT	744	1,488	33%
PHARMACY TECHNICIAN	128	256	30%
PHLEBOTOMIST	17	34	41%
PRACTICAL NURSE	270	351	21%
RADIOLOGY PRACTICAL TECHNICIAN	12	24	23%
SURGICAL TECHNOLOGY	81	162	35%
WSU REGISTERED NURSE	180	234	33%
	<b>1,931</b>	<b>3,356</b>	<b>31%</b>



**1,931** Current Annual Enrollment



**3,356** Enrollment Capacity  
in New Building



**4,286** Annual Job Openings

## Thank You to Our Current Donors

Dr. & Mrs. Nadim Bakhazi  
Haven J. & Bonnie Rae  
Barlow Family Foundation  
Dr. & Mrs. Bruce Burtenshaw  
Dr. Grant Christian  
Davis Technical College Foundation  
Employees of Davis Technical College  
George S. & Dolores Eccles Foundation  
Dr. Jason Hoagland  
Kaysville City  
Lakeview Hospital  
Layton City  
Merit Medical Systems, Inc.  
Larry H. & Gail Miller Family Foundation  
Sorenson Legacy Foundation  
Stewart Education Foundation  
Ogden Clinic  
Tanner Clinic  
Dr. & Mrs. Raymond Ward



## Your Investment

The new Allied Health building will allow space to train thousands of students who will be your caregivers, your employees and a vital part of our vibrant community.

Please consider a donation today towards our goal to raise \$1.5 million dollars in private support, a small portion of the building's \$35.7 million cost.

Allied Health Medical Building	\$500,000
Large Classroom	\$250,000
Grand Foyer	George S. & Dolores Dore Eccles Foundation
Practical Nurse Simulation Laboratory	\$250,000
Medical Library	\$100,000
Nurse Assistant Laboratory	\$75,000
Medical Assistant Laboratory	\$50,000
Practical Nurse Laboratory	\$50,000
Surgical Technology Classroom	\$25,000
Practical Nurse Classroom	\$25,000
Health Information Technology Classroom	\$10,000
Pharmacy Technician Classroom	\$10,000
Emergency Services Classroom	\$10,000
Continuing Education Classroom	\$10,000
Nurse Assistant Classroom	Lakeview Hospital
Medical Assistant Classroom	Tanner Clinic
Various Medical Program Instructor Offices	\$5,000
Name on donor wall in Grand Foyer	\$1,000

Your investment will create change that will benefit our community for many generations to come. Together, we will build a healthy tomorrow.

For more information on how you can help make this dream come true, please visit [davistech.edu/foundation/allied-health-building](http://davistech.edu/foundation/allied-health-building) or contact Marcie Valdez, DATC Foundation Director at (801) 593-2374 or [Marcie.valdez@davistech.edu](mailto:Marcie.valdez@davistech.edu)

*"The Davis Technical College has been a great partner with Intermountain Healthcare for many years. We rely on Davis Tech to provide highly qualified and trained caregivers to work in our hospitals and clinics across the Wasatch Front. We anticipate even greater needs as we expand our network of caring in Davis County and support the need for a new Davis Technical College Allied Health Building. A collaborative community approach to healthcare is needed to ensure a healthy tomorrow."*

**Tim Pehrson**  
Vice President North Region,  
Intermountain Healthcare